

## The Solicitors' Journal.

LONDON, AUGUST 30, 1862.

MR. JUSTICE BLACKBURN may have his own reason, for not being very fond of the press, but his strictures when fortune gives him an opportunity of making any should be kept within the limits of prudence, and regulated by a careful regard for facts. In the trial of Henry Jupp for rape at the Central Criminal Court, on Saturday last, his Lordship animadverted very severely on the articles which had appeared in the newspapers, and said that "persons writing such articles were exceedingly wrong," and that "it was cruel and a gross injustice to those persons charged with a crime to which such articles referred." The words used by the learned justice involve such a general imputation that we can scarcely avoid alluding to them, though the very universality of the charge dispenses us from the necessity of coming forward in personal self-defence. It should always be borne in mind that an opinion expressed in a public journal carries with it the weight of that journal's influence, an influence which is multiplied a thousand-fold by the publicity conferred upon it by the circulation of the paper. It is therefore the clear duty of journalists to refrain from anticipating or prejudicing a verdict by expressing any opinion as to the particular issues on which the jury will have to decide. More than this we cannot concede; and if we blame a magistrate for admitting a prisoner to bail or for committing him for a misdemeanour instead of a felony, we no more prejudice the question than a justice of the peace who refuses bail or who commits a prisoner for the more heinous offence. As far as we can remember, the comments of the press on the case of Jupp related to the decision of the magistrate, which was a fact publicly recorded, and therefore fairly open to criticism; and we have no recollection of having seen any articles expressing an opinion as to the actual guilt or innocence of the accused. We may judge of the *prima facie* view that a magistrate should have taken without pretending to forestall the final result of a trial; and if the conduct of the press generally has been in conformity with the instances which have come under our notice, we cannot help thinking that the remarks of the learned judge were a little more severe than the nature of the occasion demanded.

THE CASE OF ROUPELL *v.* WARTH gives rise to an infinity of speculations as to the possible results of the curiously complicated circumstances which it reveals. There are some who fully believe the story told at the trial, and who are disposed to find fault with our existing system of probate, and to insist that all wills ought to be executed in the presence of an authorised official. No doubt this would be a safeguard against the danger of forgery; but it is a question whether the advantage gained would be commensurate with the hardship and difficulties involved. On the other hand, there are many who maintain that it is as easy to believe the William Roupell of to-day to be guilty of perjury, as on his own evidence to credit the William Roupell of former days with the extraordinary forgeries alleged. Supposing, first, that the late trial had been prosecuted to a judicial decision, we might have beheld the singular spectacle of a fact (the signature of the will) being affirmed by a decree of one court, and denied by a verdict in another. In such a case, which court would have had to give way, and what would have been the result of so unseemly a conflict? Again, Mr. Roupell might be found guilty of forgery by one jury on his own evidence, which of course would be amply sufficient as against himself; but another jury might hesitate to disturb innumerable titles on the

sole evidence of a man who must be either perjured or a forger. On the other hand, it is possible that the position of these two juries might be reversed, and that Mr. Roupell might go scot-free, after destroying a dozen titles by his own unsupported allegation of a crime of which a jury would refuse to convict him. In either of these cases the decision of one Court would be in direct contradiction to that of another, and the mind of the public would be left in doubt. It appears somewhat unreasonable that a man who confesses himself a felon should have the power by his single assertion of producing such complicated evils; but it is useless to anticipate verdicts, and all we can do is to leave the matter, as the judge himself must do,—in the hands of the jury.

THE TICKET OF LEAVE QUESTION is now being seriously discussed in the press, and we trust that at no distant period the Legislature may be induced to attempt in earnest its practical solution. There are three courses open to us as regards the treatment of our convicts—first, to abolish the tickets of leave altogether; secondly, to grant them as at present without having any system of supervision; thirdly, to grant them in moderation, but to keep the holders of them under the eye of the police. It is quite certain that our present plan satisfies neither the public nor the convicts; as the police reports testify to numerous crimes and outrages committed by holders of tickets, and the culprits are apt to urge as an excuse that a ticket of leave man can obtain no honest employment. There is no doubt that we might harshly cut the knot by the first expedient above mentioned, but this would be a lame and impotent conclusion to the experiments and aspirations of many years, and the alleged success of a system of supervision in Ireland encourages us to hope that a similar plan might be found efficacious in our own country. To those who seek to enforce their arguments against a system which we have not tried by enumerating instances of the failure of that which we have tried we really have not space or patience to give an answer. Yet this is the style of argument generally adopted by the advocates of total abolition. As long as the unfortunate convict is turned adrift on the world with nobody to care about or to look after him, so long will he be prone to relapse into his old courses, and so long will he be a terror to society and a man to be avoided by all who have employment to give. At the same time the very difficulty of obtaining honest work will react upon him like a withering blast, and will burn up and stifle any seeds of good which may have fallen upon him in the solitude of his prison cell. There is no getting out of the circle, and the ticket of leave system as now constituted must speedily come to an end; but we trust that the experiment will be tried again under such precautions that employers may no longer fear to give work, and that the ex-convict, labouring honestly and carefully watched, may have little temptation or opportunity of relapsing into crime.

THERE HAVE BEEN VARIOUS ATTEMPTS of late years to introduce shorthand writers as parts of our judicial machinery, and after a sharp struggle upon the point in the select committee of the House of Lords appointed to consider the Bankruptcy and Insolvency Bill of last session, it was ultimately enacted that "in order to facilitate the business of the Courts of Bankruptcy in taking examinations, or the evidence of parties examined *viva voce*, the Court may, in any matter of bankruptcy or other proceeding within the jurisdiction of courts (*sic*) direct the employment of a shorthand writer;" and it is further enacted by the same clause (sect. 61) that "General Orders shall direct under what regulations such shorthand writer shall be employed, and the amount of the remuneration to be allowed him, and the parties by whom such remuneration shall be paid." This clause was struck out of the bill by the select committee, but it appears to have been restored in the House of Commons, and it now stands part of the Act. We do not

pretend to offer any construction of the language that "the Court may, in any matter of bankruptcy, or other proceeding within the jurisdiction of courts, direct the employment of a shorthand writer"—probably the meaning is within its own jurisdiction. It could hardly be intended that the Court of Bankruptcy, should have the power to direct the employment of a shorthand writer in any of the supreme courts of common law or equity even in matters relating to bankruptcy, not to speak of other proceedings. Even with the more limited construction which we are willing to give to the clause, it appears to be troublesome enough in its operation. Within the last week or two there have been mentioned in the daily journals two instances in which the case has had to be adjourned on account of the absence of the shorthand writer who happened to be favoured by the commissioner, thus entailing great inconvenience and expense upon all parties concerned. It is not very likely that this state of things will be allowed to continue. We can only say that the sooner it is put a stop to the better it will be for the credit of the Court of Bankruptcy.

AT A RECENT MEETING of the Middlesex magistrates the Court ordered the payment to Mr. Humphreys, the coroner of the sum of £498 10s. 4d., for 143 inquests held by him from the 3rd of June to the 15th of July, including salary while he was acting for the late Mr. Wakley, and £166 19s. 6d. for disbursements on 83 inquests held by him in the Eastern Division from the 3rd to the 31st of July. To Mr. Bird, coroner for the Western Division, for 13 inquests, disbursements, £22 3s. 6d., July 19 to 31; and to Mr. Bedford, coroner for Westminster, for the like, on 103 inquests, from May 1 to July 31, £206 19s. 5d. Dr. Lankester has objected to the salary which the justices have assigned to him as coroner for the Central District of the county of Middlesex, and has memorialized the Home Secretary on the subject. The salary of the late Mr. Wakley, as coroner for the Western Division of the County, was £1,800, which sum the justices have divided in the following proportions:—£1,220 to Dr. Lankester, and £580 to Mr. Bird. Dr. Lankester grounds his appeal upon the facts of the larger amount of population of the Central District, and greater number of inquests held therein. He states the population of that district to be 804,687, while that of the Western Division is only 285,587; and the average number of inquests held in the Central district during the last five years to be 879, and in the Western District 281. Dr. Lankester claims the sum of £1,370, as the minimum salary to which the coroner for the Central District is entitled. The subject was brought before the magistrates at their meeting, but after a short discussion it was referred to the Committee for Accounts, and the Court adjourned.

MR. REGISTRAR BROUGHAM visited Whitecross-street Prison on the 18th inst., and of 13 prisoners examined adjudicated seven bankrupt and ordered their discharge. Five of these were accordingly released, but two of them were not allowed by the gaoler to depart, in consequence of detainers which had been lodged against them after the order of discharge had been actually signed by the learned Registrar. In the one case the detainer was lodged at the Sheriff's Office by a judgment creditor whom the debtor had duly included in his list of creditors. In the other case the detainer had been lodged at the Sheriff's Office on the 11th inst., but was not sent down to the gaol until after the learned Registrar had left it on the 18th. Having, however, been lodged before the debtor had also quitted the prison, the gaoler did not feel himself authorized to act upon the Registrar's order for his discharge, and both prisoners had accordingly to remain incarcerated until the Court could be moved for their release. It is quite clear that the gaoler could not have included the names of these creditors in his return of "the names and addresses of every creditor at whose suit each such prisoner is im-

soned or detained" (sect. 100), since, on the 1st of the month, when the return was made, their detainers had not been lodged, and it would be absurd to propound that creditors are not to lodge their detainers effectually after the 1st of the month, because this would amount to a proposition that they are not to lodge them at all. In the case of one of these debtors process had not been served upon him until after he was a prisoner, and it may be that the creditor had not an earlier opportunity for lodging his detainer. A debtor issuing forth, as he imagines, from prison, armed with the Registrar's order discharging him from custody and protecting him from arrest from any claim, debt, or demand, is naturally annoyed at finding himself pulled back by a detainer; but the creditor would have equal if not greater cause to complain if he were not allowed his legal rights under that detaining power. The inconvenience to the debtor will amount to his remaining in prison for a few days until application can be made for his discharge, which is granted almost of course, unless he can be shown by an opposing creditor to be within the provisions of sect. 112 of the Act of 1849.

AS IMPORTANT QUESTIONS may arise under the naturalisation laws of the United States it may be well to lay before our readers the legal forms and regulations. In order that a free white person born in a foreign country may become a citizen of the United States it is necessary that he should make a declaration under oath at least two years before his admission of his intention to become a citizen, and must renounce his allegiance to his Sovereign. This declaration must be made before—

1. Any state court of record, and having a seal and clerk and common law jurisdiction.
2. Before a circuit court of the United States.
3. Before a district court of the United States.
4. Before a clerk of either of these courts.

After he has been a resident of the United States for five years, and has made his declaration of intentions at least two years before, he may then be admitted to the rights of citizenship. In order to this he must prove by the oath of two citizens of the United States that he has been a resident of the United States for five years, and one year within the state where the court is held. He must take an oath to support the constitution of the United States, and an oath to renounce and abjure his native allegiance. If a minor, and shall have resided in the United States for three years next before his attaining his majority, he may be admitted without such declaration on proving by two witnesses that he has resided five years in the United States, three years as a minor and two since he became of age, making the declaration of his intention at the time of his admission, and declaring on oath and proving to the satisfaction of the Court that for three years next preceding, it had been his bona fide intention to become a citizen. The alien's country must, at the time of his admission, be at peace with the United States. If an alien die after having made his declaration of intention, and before his admission, his widow and children are citizens.

MR. BARON WILDE was prevented by illness from attending Court at the Liverpool Assizes on Friday the 22nd inst. During a trial for murder on the previous day his Lordship appeared to be seriously unwell, and the suffocating atmosphere of the court aggravated his indisposition. His Lordship, under the advice of his medical attendant, left Liverpool in the course of Friday for London, his health imperatively requiring an immediate cessation of his judicial duties. His lordship still continues very unwell. Mr. Justice Mellor also complained of being unwell on Thursday the 21st inst., and was too ill to finish an action which was in the course of trial on that day. His Lordship was certainly too ill to continue his duties on the following morning, but he nevertheless continued to sit throughout the day.

Mr. SPENCER FOLLETT and Mr. R. H. HOLT, who have recently been appointed by the Lord Chancellor Registrar and Assistant Registrar of Landed Estates under the Transfer of Land Act, have returned from Dublin, having completed, as far as the general suspension, consequent upon the long vacation of the business of the Landed Estates Court, Ireland, would permit, their examination into the system and practice of that court. They have also been engaged in acquainting themselves with the system of registration in operation in the Registry of Deeds Office, Dublin. It is stated that the Office of Land Registry is to be opened for dispatch of business on the 1st of October next, at 33, Lincoln's-inn-fields, and that a house formerly part of the Insolvent Debtors Court, is being altered and fitted up for the purposes of the new offices.

Mr. BARON BRAMWELL will sit in chambers every Tuesday and Friday during the vacation.

Mr. SERJEANT SHIRE is a candidate for the representation of Stoke-upon-Trent, vacant by the decease of Mr. Ricardo. Mr. Montagu Chambers, who was also in the field, appears to have retired.

Mr. W. HANNAY, one of the town magistrates of Nottingham, and a justice of the peace for the county, was accidentally drowned by the upsetting of a boat off the Island of Sark, on the 21st inst.

#### FORENSIC FUN.

Plutarch tells us that judges of the ancient court of Areopagus were forbidden to write comedies, and people who are in the habit of reading our daily newspapers might well be of the opinion that the time has come when English counsel should be prohibited from making jokes in the public forum. The unfortunate wights who are pent up in a hot court-house, and are ready to sink from the weariness of life which comes from listening day after day to the dull details of ordinary trials, may doubtless be thankful for the smallest mercies in the way of a bad pun or a feeble joke, and we should be sorry indeed to begrudge them their felicity; but surely that is no reason why the general public, which is now disporting itself on Ramsgate sands and other delightful places of that kind, should be called upon to join in the "laughter," or it may be "roars of laughter," which are accorded under such circumstances as we have described, to the weakest puerilities of counsel? Probably the reporters ought to bear most of the blame in this matter. So long as the chawbacons of the country and the *habitudes* of the Old Bailey or Basinghall-street are willing to be in ecstacies at the wit of Mr. A. or Mr. B., Mr. A. or Mr. B. may fairly be excused for making a display of it. But in all conscience should not the joke be allowed to rest there, unless it be really worth repeating? How does it concern the public to know that the back benches and the galleries of Clerkenwell Sessions House were in risible convulsions, because Mr. Brassey, that famous defender of prisoners, repeated a witness's answer, and added, with a grimace, a very commonplace comment of incredulity? Ought not the joke itself to have some of the marks and tokens of a joke before it is published to the world as such; or is the reader bound to accept it as one because the reporter says it is? So long as these gentlemen content themselves with assuring us that "Mr. Bouncer made an energetic and convincing appeal to the magistrate," or that "Mr. Whackaway delivered a powerful and eloquent address to the jury," perhaps we have no right to complain, inasmuch as the question involved in each case is one of opinion purely (although, by-the-bye, it is a little strange that all the powerlessness, energy, and eloquence, is confined to the police and criminal courts); but when the reporters give us the very words themselves, we are certainly entitled to form our own opinion as to how far they are properly jocular.

By way of fair play let us cull a few specimens from the morning journals of the past week or two; and first comes a set-to between the *Sarmentus* and *Messius* of the Home Circuit. The case, we are told, was one which "illustrated the difficulties of horse-dealing, and the contradictory character of testimony in such cases;" and first *Sarmentus*, in opening the case for the defence, made the following jokes, as is shown by the parenthetical notes to the same respectively, in manner herein-after appearing:—

In fact, he says, there was nothing which a horse dealer of strong mind and some experience would stick at. (A laugh.) He supposed he was bound to believe that, as a rule, horse-dealers were a most respectable class. (A laugh.) But there were exceptions, and in some cases they were the greatest rogues on earth. (Laughter.) These horses were no more five, six, and seven years old than his learned friend, and were nearer to twenty-five or twenty-seven. (Laughter.) They were represented as "first-class cart-horses, and as in good condition," whereas they were superannuated animals, and required careful nursing before they were sent to the farm. In fact, one of them could not work at all. They might be described as the Elder Brothers. (A laugh.)

Only that we are afraid of being somewhat too metaphysical we might be curious enough to analyse the passage before us for the purpose of discovering what is comic in it. But let that pass:—

Ridenna:—et ipse

Messius, "Accipio;" caput et movere:

And then follows a set-to such as was once seen by a satirist who knew how to describe it, on the way to Brundusium. Here is the final and what appears to have been received as the happiest hit of all:—

Witness.—On hearing that the plaintiff was angry, and thrashed the men (a laugh), and they then abused him,

Counsel.—That is, he thrashed them, and then he got some chaff. (Laughter.)

Whether it is that horse flesh is always safe to raise a laugh, or that the reporters feel bound by the traditions of their craft to make something racy out of every case of the kind, we can hardly venture to say, but we cannot resist the temptation while upon this topic of giving a specimen of what passes for wit before a bankruptcy commissioner. The bankrupt, it appears, was a horse dealer, and, no doubt, this was half the battle for a counsel who was ambitious of being funny. We take the following, as we did the former, extract from the columns of the "leading journal":—

Mr. Hall, cross-examined by counsel.—Are you a good judge of horse-flesh?

Witness.—Perhaps as good as you are. (A laugh.)

Counsel.—Well, tell us what was amiss with this horse.

Witness.—Oh! many things, among other ailments he had the rheumatism in the legs.

Counsel.—"Rheumatism in the legs" (laughter)—what is that?

Witness.—Well, I really do not know. (A laugh.)

It would be very easy, if it were worth while, to add to the number of such excerpts; but perhaps it would be neither agreeable nor useful to do so. We have said enough for the present, as no doubt what has struck us as very absurd and puerile, has had a similar effect upon the minds of our readers.

#### CONSOLIDATION OF THE LAW OF COPYRIGHT.

(By EDWARD LLOYD, Esq., Barrister-at-Law.)

No. VIII.

THE NEW COPYRIGHT ACT (concluded).

I think I may be permitted to state this as the definition of the principle on which all these statutes are founded, "that the author of every original work of art and his assigns have the sole right of reproduction for a certain term of years." What is "an original work of art" must therefore be ascertained. This ex-

pression should include every species of representation by means of pictorial or plastic art made by the author bona fide and legally, so, in fact, as to be inapplicable only to a piratical work. Probably maps, plans, drawings of machinery, &c., should always be included by express words, and it would be necessary to avoid using any terms which might be forced into protecting designs which are not properly works of art, such as those used in manufacture (which have their special law), and those ephemeral drawings used by advertising tradesmen.

In the next place, what is to be the definition of a proprietor? Is his right to depend upon registration or not? It may be said that where the author is also proprietor of the work of art, and seeks no other benefit from it than that of mere possession, it seems a little hard that he should have to undergo the trouble and expense of registration in order to protect his property. On the other hand, is it not for their general convenience that the right should be absolutely dependent on this registration, that it should be part of the price which the author pays to the public for his exclusive right? If this be, as I imagine, the more prevalent opinion, then such an Act as we are contemplating should lay it down so clearly as to be beyond a chance of controversy. Now it would be difficult, if not impossible, in drawing such an Act, to state the proprietary right without some reference to the author, and the phrase "the author and his assigns," includes any person who derives a title to the copyright through the author; we ought, therefore, to follow, in this respect, the language of the present Act. If it be determined that the proprietary right should depend on registration, this definition should be immediately followed by a proviso that no property in the subject matter should be deemed to exist by virtue of the special Act, or otherwise, unless the name, &c., of the author and of the proprietor for the time being are both duly registered. I may remark that the present Act (sect. 4) certainly seems to contemplate registration by the author, and to provide for it as likely to occur, independently of any sale of his work. With respect to the rights of aliens, all difficulty is avoided by the course which the present Act has followed, in limiting its provisions to British subjects, or persons resident in the United Kingdom, and leaving foreigners to the protection of the International Copyrights Acts.

We have next to consider what ought to be the duration of a copyright in works of art. It is difficult to see any valid reason why it should not be the same in point of time for all. At any rate, pictures and statues must be placed on about the same level as evidences of original genius, and if other pictorial representations of different sorts are a little inferior in dignity to them, the difference is hardly so great as to require a different rule to be applied. Now, any computation of time that is not absolutely fixed, but depends on the life of an author, has one great inconvenience—it imposes an unnecessary difficulty on the general public in ascertaining its rights. When the duration of a copyright is for a fixed period from the date of its commencement, it is only necessary to consult the register to find the precise day on which the right of the author ceases and that of the public begins. But unless the date of the death of the author of every work registered under the present Act is from time to time to be placed on the register, it will often be a matter of difficulty, perhaps sometimes impossible, to ascertain how soon his work becomes public property. Certainly as far as regards the interests of artists themselves, there can be no reason why a fixed period should not give as valuable a copyright as one dependent on life; the latter, indeed, involves this anomaly, that the older a man gets after a certain period of life, and when for many years to come, from increasing experience and reputation, his works must increase in excellence, yet his copyright in them neces-

sarily decreases in probable duration, and consequently in market value.

With regard to the fourth of the cardinal heads of this part of the law, there is but little to say. The present Act (sect. 6) seems to contain all that can be wanted, and it is only now to be desired that the law of engravings and sculpture be placed on the same footing.

In connection, however, with those points which I have ventured to suggest, one very difficult and important requirement remains to be noticed. It is the framing of an interpretation clause; for that something of this sort would much facilitate the framing and the subsequent administration of such Acts, seems to me very clear. If we were to use throughout the Act the phrase "a work of art," and define separately what this was to include, all the confusion arising out of the verbiage of the old Engravings and Sculpture Acts might be avoided. In the present Act this is not of so much consequence, as its subject matter is simple, but in any attempt to consolidate the law, it must, I think, be a necessary element. It might also be convenient to have a short clause defining the word "proprietor," and showing that he is either the registered author, or the person who on the face of the register derives his title from the author.

I now take leave of this subject, sincerely hoping that I have not made uninteresting facts and arguments, the collection and consideration of which has been a source of very pleasant occupation to myself. For the criticisms and opinions that I have allowed myself to express, as they have not been stated in a spirit of captiousness or self-confidence, nor formed without study and reflection, I only ask for them an impartial hearing, and a friendly assent or refutation.

### The Courts.

#### JUDGES' CHAMBERS. (Before Mr. Justice WILLES.)

Aug. 21.—*The Queen v. Bolland.*—In this case a novel question was raised in respect to a forfeited recognizance to the Crown. The defendant was a horse-dealer at Wakefield, and had been charged before a magistrate in Derbyshire with having stolen goods in his possession, on which he was committed, but liberated on his own recognizance in £100. He did not appear, and the recognizance became forfeited. A *fitz* had been issued by the Crown, and a seizure made of goods at Wakefield, which the defendant's son claimed as his property. The present application was in relief of the sheriff to interplead.

Mr. Welsby appeared for the Crown, and a gentleman from the office of Bell & Broderick for the under-sheriffs of Yorkshire. No one appeared for the claimant.

Mr. Welsby, claimed exemption on the part of the Crown in the matter.

Mr. Justice WILLES was of opinion that as the claimant did not appear he could make no order in relief of the sheriff, and therefore dismissed the summons.

#### BANKRUPTCY COURT.

(Before Mr. Commissioner FANE.)

Aug. 25.—*In re Sir John Malcolm.*—This bankrupt had petitioned the Insolvent Court under the Protection Acts, but having been prevented by illness from attending his examination on his interim order, his case was struck out. He subsequently—in July, 1862—was arrested at the suit of a creditor under the insolvency petition, and, being in prison, was detained by two new creditors, whereupon he made himself a bankrupt and applied for his release from prison, which was objected to on account of an unfinished protection petition.

Mr. Ernest Reed now applied that the petition might be dismissed, or that a new order of hearing might issue.

Mr. Sargeon, on behalf of a creditor named Driver, objected to the dismissal of the petition, and suggested that the Court had no jurisdiction to dismiss it, but that the proper course was to continue the proceedings under the protection statutes until they should come to an end in the ordinary way.

Mr. Reed ridiculed the idea of three Acts of Parliament being called into operation for the purpose of accomplishing one and the same thing, and pointed out the difficulties and inconveniences which must necessarily arise from such a course of practice. He contended the only practical way of meeting the difficulties in the case was to dismiss the insolvent practice.

Mr. Commissioner FANE said the insolvent practice was entirely new to him, and required to be studied to understand the question and the various points raised in the case. He would look into the matter and give his decision another day.

#### CLERKENWELL POLICE COURT.

Aug. 26.—Thomas Beavan, *alias* Vincent, a solicitor's clerk, was charged, before Mr. Barker, with forging the signature of his employer, Mr. Charles Edward Withall, solicitor, and stealing the sum of £1,200.

Mr. Charles Edward Withall, solicitor, of 18, Bedford-row, said,—I am in partnership with Mr. Hewett Mason. The prisoner was my chancery clerk. On the 15th of August I handed him two Accountant-General's cheques for him to get passed and countersigned by the Registrar of the Court, which is necessary in the ordinary course of business before they would be paid at the Bank of England. The prisoner, after he had got the cheques countersigned, should have brought them back to me for my endorsement. I know his handwriting, and the endorsement "C. E. Withall" on each of the cheques is in his handwriting. He had no authority to sign either of them. I did not see the prisoner from the time I gave him the cheques until I saw him in custody at this court. Up to this time no portion of the proceeds of the cheques has come to my possession, although a great portion is in the hands of the police.

Other evidence was given in support of the charge, and the prisoner, who said he should reserve his defence, was remanded.

A gaudily dressed woman, who gave the name of Louise Tester, was then charged with receiving about £300 of the proceeds of the above cheques.

The officers stated that they had ascertained that the prisoners Beavan and Tester had been living together as man and wife, in Theobald's-road. They went by the names of Burton and Vincent. When he took the prisoner into custody, at a coffee-shop in the City-road, he found her in bed with a strange man. She at first denied that she knew the other prisoner, or had had any money from him. She afterwards said that she had had £5 from him, and then admitted that she had £300 of him.

Mr. BARKER said as the case would have to be remanded, it would be as well that no further evidence should be taken. He declined to accept bail in either case.

Through the exertions of the detective police nearly the whole of the money embezzled has been recovered, but at present it remains in the hands of the police.

#### SOUTHWARK POLICE COURT.

Aug. 21.—John Clutton Harris was brought before Mr. Combe, charged with threatening to shoot and take the life of Mr. John Clutton, of the firm of Clutton and Co., solicitors, 48, High-street, Southwark.

Mr. Clutton said he attended to prefer the charge. He had no doubt that, unless the prisoner was put under restraint, he would fulfil his threat.

Mr. COMBE.—Did he make use of the threat to you?

Prisoner, wildly.—No, Sir. I never made use of any such threats. I have no one here to help me, not even my father.

Mr. Clutton, to the magistrate.—The threat was made to my clerk in the presence of witnesses, and this is not the first time that he has done the same thing. He was bound over by Mr. Payne for six months, and during that period he attacked me in a similar manner.

Joseph John Bunning, clerk to the prosecutor, was called. He said that on Tuesday afternoon, about 3 o'clock, he met the prisoner in the passage leading to the offices. Witness asked him what he wanted lurking about there. The prisoner said he wanted to see Mr. Hay, one of the firm. The witness told him that neither of the partners could see him, and if he had any communication to make, it must be through his father. He replied that his father had nothing to do with him; he must see Mr. Hay or Mr. Clutton, and if the transaction was not settled in his favour directly he would shoot Mr. Clutton and destroy his own life afterwards. He was determined to do it, as he was starving.

Mr. Clutton said,—I did not see the prisoner after that until this afternoon, when he came to the office, and I sent for a constable and gave him into custody. I go in danger of my life.

He has an idea that he is entitled to a fortune, and that I am keeping him out of it.

Prisoner.—That's true enough. You know you have my property.

Mr. COMBE.—I cannot allow you or any one else to enter into any of your private affairs. Whatever might be your wrong, you have no right to threaten to take the life of any person. If Mr. Clutton has any of your property, and is keeping you out of it unjustly, he is amenable to the law, as well as any other person.

The prisoner denied the expression attributed to him. The prosecutor was his cousin, and he had his father's property.

Mr. Clutton said he was not aware of any relationship: as to his having any control of property belonging to the prisoner's father or himself, that was quite erroneous.

Mr. COMBE, to the prisoner.—You must not be allowed to go to this gentleman's office and threaten his life in such a violent manner. I shall order you to enter into your own sureties in the sum of £200, and find two good sureties in £100 each for your future behaviour.

The prisoner, who was unprovided with the required sureties, was removed to Horsemonger-lane Gaol.

#### Recent Decisions.

##### COMMON LAW.

###### CONTRACT OF SALE—SIGNATURE OF BUYER.

*Durrell v. Evans and Others*, Ex. C., 10 W. R. 665.

The Legislature has, in many statutes, given great efficacy to written instruments when signed by the parties and when signed by their agents, but in all these cases express words must have been made use of for that purpose. The Statute of Frauds in its 4th section requires a "memorandum or note in writing signed by the party to be charged therewith, or some other person thereunto by him lawfully authorised," but in the 17th section there is an express mention of the word agent, for it requires upon the sale of goods of the value of £10 and upwards that a "memorandum, in writing, of the bargain shall be signed by the parties to be charged by such contract, or their agents thereunto lawfully authorised." Under some of the other sections, the 5th and the 7th, directions are expressly given that the documents there alluded to are to be signed by the parties themselves, so that it seems perfectly clear that the Legislature well knew how to express in that particular statute the distinction between a signature by the party himself and a signature by his agent.

In the present case the Court of Exchequer Chamber decided that the 17th section applied so as to render a contract made by a factor, who was the agent for both parties, binding on them, although the contract was not signed by the purchaser at the foot or end thereof, but was written by the agent in the following form: "Measrs. Evans bought of T. & W. Noakes, &c.," the words "Measrs. Evans" being written by the agent and not signed by the purchaser himself.

This decision, reversing that of the Court below, seems to be perfectly consistent with the previous authorities on this subject because whether the signature is placed at the beginning or in the middle of the instrument, it is quite as binding as if made at the end: *Johnson v. Dodgson*, 2 M. & W. 653. The question in such cases is always one open for the jury to determine—viz., whether the party not having signed regularly at the foot of the document intended to be bound by it as it stood; although it would be otherwise where it was manifest that a signature was intended at the end of the instrument in order to render it complete, as where it concluded with the words, "as witness our hands": *Hubert v. Treherne*, 3 M. & G. 743.

And therefore in the present case, as the parties clearly intended in the first instance to make a binding contract, and as the signature was written by a person who fully expected to make both parties chargeable, it seems perfectly clear that the agent was not exceeding his authority, and the contract would be binding under the 17th section of the Statute of Frauds, or as was said by Crompton, *v.*, "where you give a party authority to make a binding contract his signature of such contract is sufficient; it is not necessary that there should appear that there was an intention to make a signature under the Statute of Frauds."

###### BILL OF EXCHANGE—FAILURE OF CONSIDERATION.

*Horsfall and Others v. Thomas*, Exch., 10 W. R. 650.

By the civil law, an implied warranty was annexed to every sale in respect of the title of the vendor, and although

according to the recent decisions this does not appear to be the rule of law, still where a person sells goods and chattels as his own, and the price be paid, and the title prove deficient, he will be liable to refund the money to the purchaser on the ground of failure in the consideration on which it was paid: 2 Black. Com. 74. This has been so far remarked upon by Parke, B., in the case of *Morley v. Attenborough*, 3 Ex. 500, 13 Jur. 280, where he says "some of the text-writers drop the expression 'warranty or affirmation,' and lay down in general terms that if a man sells goods 'as his own,' and the title is deficient, he is liable to make good the loss (2 Black. Com. p. 74, citing Cro. Jac. 474; Roll's Abridg. 90)—in both which cases there were allegations that the vendor 'affirmed' that he had a title, and therefore it would seem that the learned author treated the expression 'selling as his own' as equivalent to an 'affirmation or warranty'; and so Chancellor Kent, in his Commentaries, p. 478, says that on every sale of a chattel if the possession be in another, and there be no covenant or warranty of title, the rule of *caveat emptor* applies, and the party buys at his own peril. But if the seller has possession of the article, and he sells it as his own, and for a fair price, he is understood to warrant the title.

With regard, however, to the soundness of the goods sold, the vendor is not bound to answer unless he expressly warrants them to be sound, or unless he knew them to be otherwise, and purposely conceals such fact from the knowledge of the buyer; and it has been long established from the authorities that the sale of an existing chattel, as being of a particular description in no case, unless fraud be specially proved, implies that the chattel sold is of good quality or condition; yet, if the article is ordered of a tradesman in the way of his trade for a particular purpose (*Broom v. Edgington*, 2 Man. & Gr. 279; *Shepperd v. v. Pybus*, 3 Man. & Gr. 863), the vendor may be considered as engaging that the article supplied is reasonably fit for that purpose, and the vendor is therefore considered as *impliedly warranting* that it has no latent defect to make it unfit for that purpose. Where, however, the defect is one which is patent, and which the purchaser can see and judge of as well as the manufacturer, the latter is not bound to point it out, for, as was said in the present case, "if it were otherwise there might be many minor defects which a purchaser would unfairly take advantage of to obtain an abatement of the price."

## Foreign Tribunals and Jurisprudence.

### VIENNA. GERMAN JURISTS.

A letter from Vienna, dated the 22nd inst., contains the following passage, which must be interesting to all who sympathise with German nationalities:—

"To-morrow, the Germans learned in the law, of whom mention has above been made, will arrive here, and in the evening of Sunday they will be entertained by the Municipal Council of Vienna in the saloons and gardens of the 'Sperl,' a place of public amusement which must be known to almost every foreigner who has visited this city. On Monday the German and Austrian jurists will assemble in the great 'Redouten Saal,' and the principal question will be the necessity of modifying the Act of Confederation. On Monday the public will be admitted to the galleries of the Redouten Saal, but on Tuesday the sitting of the 'Juristen' will be private. In the afternoon of Tuesday the learned gentlemen will drive out to Schönbrunn to pay their respects to the Emperor, and they are to pass the evening of that day in the saloons of the Minister of State. On the morning of Wednesday the German jurists will sit in sections, and in the evening they will be entertained at the expense of the Vienna barristers and notaries public. On Thursday a general and public sitting will be held, and after the business of the day is over, 1,200 lawyers will sit down to a dinner which is to be provided at the expense of the Corporation of Vienna. It is calculated that the short visit of the German jurists to this capital will cost the municipality about 60,000 florins. (between £5,000 and £6,000 sterling)."

### AFRICA.

Even the stern rule of the King of Dahomey is not carried out without some of the forms of law. We little thought to have included the tribunals of his subtle majesty in our jottings on foreign judicature, but a recent letter has afforded some information on this important subject, and such as it is we give it:—

"There is a governor of the town. He is called the 'Avogah,' or 'the Father of the White Man'—that is the meaning of the word. The Avogah is a black man—a chief of the King, in fact. The Avogah also acts as a judge. He presides over a supreme court, in which all disputes between the white man and the natives are settled. There is likewise an inferior court, and that is presided over by another officer of the King. He is called 'Shassah.' The 'Shassah' settles all disputes between the natives. There is an appeal from him to the Avogah; but from the decision of the Avogah there lies no appeal, except to the King himself."

## Correspondence.

### INDEFEASIBLE TITLE.—ROUPELL v. WAITE.

It was the subject of general remark during the progress of the Land Transfer Act through Parliament, that increased facilities would be given to the commission of fraud, and of such a description as might deprive landowners of their estates without compensation. This idea is not without foundation, for the recent case of *Roupell and Others v. Waite*, with the facts of which most if not all of your readers are familiar, affords a striking instance of the great injustice which may be done by means of this Act. Suppose, for instance, that the Act had been in force before Mr. Roupell's forgeries had come to light, and that his purchaser had obtained a declaration of title indefeasible (a course which, taking into consideration the character of the property, is not at all unlikely to have been adopted), the inevitable consequence would have been the entire loss of the estate to the persons entitled, for which no compensation whatever is provided. It will be seen at a glance, on considering the circumstances attending these forgeries, that the attempt made by some of the clauses of the Act to guard against the risk of such a deprivation as here sustained is wholly insufficient. These disclosures will open the eyes of those unsuspecting landowners who view with satisfaction the completion of their favourite scheme for "facilitating" the conveyance of real estates, without due consideration as to the best mode of carrying it out, and cause regret for not having accepted the oft-repeated warning against rushing headlong into ill-considered measures of legal reform.

Had the land, the subject matter of the action of *Roupell and Others v. Waite*, been registered after the date of the forged deed of gift, its transfer from the real owners would have been "facilitated" in a manner which the most ardent admirers of the scheme could hardly have expected.

W.

## Review.

*A Practical Treatise on the Law, as affected by the Statutes for the Amendment of the Law of Property and Relief of Trustees* (22 & 23 Vict. c. 35, and 23 & 24 Vict. c. 38). By ROBERT WATTERS, Esq. London: Davis & Son. Dublin: Hodges, Smith & Co. 1862.

The author of this treatise has not entered upon his work with any great predilection for the genius displayed in the compilation of the statutes of which he treats. "The present enactments," he observes, "are wholly out of the reach of indulgence, and in some respects almost beneath criticism." He cites a passage from the preface to the sixth edition of Lord St. Leonard's "Treatise on Powers" containing some excellent comments on the true art of legislation. This standard the author applies to the statutes before him, and finds them wanting in all the proposed requirements. He observes, "to submit the structure of enactments on so scientific a subject as the law of property to the discretion of a committee of the House of Commons is pretty much the same as deputing to a parish vestry the construction of the coffin-dam in Lincolnshire, or the superintendence of the manufacture of Armstrong guns; and, unfortunately, not much more confidence can be placed in the wisdom of the Lords. No ultimate good can be hoped for until the preparation of measures of reform be committed to those who have a practical knowledge of the law as it is." With these observations of the author we heartily coincide, as also with his opinion that the three statutes of which he treats are no very choice specimens of legislative draftsmanship.

The author's comments on the statute 22 & 23 Vict. c. 35 (Lord St. Leonard's Act, 1859), are very practical, but some-

what deficient in point of philosophic analysis. In commenting upon the doctrine in *Dumpor's case* he discusses the question whether it applied to covenants as well as conditions. The Real Property Commissioners, in their third report, strange to say, expressed an opinion that the doctrine mentioned did extend to covenants. The case of *Wetherell v. Geering*, 12 Ves. 511, however, which was cited by them in support of this view, is by no means favourable to it. Our author inclines to the negative of the proposition mentioned—an opinion in which we altogether coincide. The reason of the distinction between the effect of a license upon conditions and covenants is to be found in the feudal nature of conditions. When the grantor entered for a breach, he was in of his old estate, so as to defeat the incumbrances of the grantee, which had meantime attached. If then, after licence once given, he could enter for a second alienation (unlicensed), he would defeat the estate created by the licensed grant. This would be unjust and absurd. The principle of the doctrine in *Dumpor's case* does not, consequently, apply to covenants; for the covenants has not a right of re-entry upon breach of such.

Mr. Watters is not, unfrequently, guilty of hypercriticism. We would rather see a writer full of his subject, and looking kindly to it, than unnecessarily captious. In his commentary on the third section of this Act he disapproves of the language used in that section, as if it permitted the assignee of part of the reversion to enter, upon breach of a condition attached to the original reversion, on any part of the demised premises. We consider that the section is not open to this inference. Its terms are plain and unambiguous, and, we think, a commentator's time would be more profitably employed in expounding the actual terms of the Act before him, and collecting cases relating thereto, than in over-refined criticisms. He sometimes carries his analysis to somewhat ludicrous consequences. For instance, in his observations upon the 9th and 10th sections of the Act, he seems to think that it is only the case of an assignment of the whole interest of a lessee that is provided for by section 9. He then observes, (p. 51,) "the omission to provide for a severance *pro hac vice* of a condition of re-entry in the case of part of leaseholds subject to an entire condition, though probably unintentional, has, however, this advantage, that it suggests a mode by which, unless such a severance could be implied, a lessee who has committed a breach of covenant to insure may protect himself against the consequences of such breach at much less expense and trouble than a suit in chancery; for if the view above taken of the operation of the Act be correct, he has only to sell an inconsiderable portion of the property comprised in his lease to a purchaser, so as to protect the purchaser against the breach of condition, and he will thereby protect himself." Capital! Given the assumption, the suggested conclusion follows naturally enough. But the terms of the section afford no foundation whatever for the criticism based by our author upon them. So also in his comments upon sect. 10, which relates to the partial release of a rent-charge, he is unnecessarily discursive and polemical, and his statements partake rather of the character of report of a real property commissioner than of a juristical author.

With regard to the 31st section, which provides that every trust instrument is to be deemed to contain clauses for the indemnity and reimbursement of trustees, he concurs with Mr. Vaizey, the author of a treatise on this Act, in holding that the section has not a retrospective operation. We are of the contrary opinion, and consider that there is very little (if any) ground for his impression; for the sections of the Act which were intended to have merely a prospective effect are worded so as clearly to have that meaning only (*vide sects. 8, 12, 14, 15, 16, 17, 18, 22, and 24*). These sections expressly limit the operation of the Act to cases arising under instruments made after its passing. But in all the other sections the tense of the principal verb is either present or comprises past time—that is, to use the language of grammarians, it is second future. It is singular, therefore, that any one, after having given attention to the subject, could doubt as to what section has, and what section has not, a retrospective operation. We admit that the language used throughout is not uniform; for the present and second future tenses are not convertible for one another, and in this respect certainly it is open to the severe strictures passed on it by our author. His achievement is, in respect of this Act, on the whole, a creditable one. He has been, more polemical than was necessary. But, though sometimes mistaken in his criticisms, they are generally sound and sensible; and his exposition of the effect of the several sections, logical, satisfactory, and elucidated by a copious array of cases.

Mr. Watters is still more hostile to the policy of the Law of

Property Amendment Act, 1860, than he is to that of the preceding session, and finds it difficult to conjecture what object the Legislature had in view in passing it. That object, we think, is not very obscure. It is just the same as that which is contemplated by the Land Transfer and Registry Acts passed in the last session, and is certainly in harmony with the general current of public, if not of legal, opinion, which inclines to sacrifice the interests of creditors to that of purchasers, or, in other words, as we may consider creditors on real estate to be *pro tanto* purchasers, to sacrifice the interests of one class of creditors to those of another and puissane ones. Besides censuring the policy of the Act, Mr. Watters quarrels with the first of its provisions, as if framed by one who was ignorant of the previous state of the law of judgments. Such a criticism might be *a priori* pronounced to be unfounded. For howsoever much Lord St. Leonards might err in point of the general policy of his measures, he could never be suspected to be capable of propounding and actually procuring an enactment for the purpose of removing a supposed defect in the law which existed only in the imagination of the noble lord himself. The writer makes a more pertinent observation with respect to certain alleged *casus omisso* in the Act. It contemplates, as the reader is aware, a registration of the judgment and of the execution issued thereon. The registration of the execution is, however, by the second section, referable only to the case of a judgment "already registered." The Act itself would, therefore, appear to apply only to "judgments, statutes, and recognizances" that require registration. No statutes, or recognizances, however, except those obtained by the Crown, require to be registered in the Court of Common Pleas. It appears to Mr. Watters, consequently, to be doubtful whether these classes of securities are not outside the scope of the Act. This leads to a very important consideration; for if the law be as Mr. Watters suspects it is, it may lead to the revival in use of statutes and recognizances. These would, then, be governed by the old law, and may be made quite as efficacious as judgments, by dividing the debt into two parts, and taking separate recognizances for each part. A moiety only instead of the entirety of the land of the co-tenant can be extended under a recognizance, but the whole land may be extended under two elights issuing at the same time. *Attorney-General v. Andrew*, Hard 23; *Dee d. Davies v. Creed*, 5 Bing 327. This view of Mr. Watters's is very ingenious, and admits of much argument being advanced in its behalf. We think, however, that the Courts would, on the question coming before them, be more likely to hold that the registering of statutes and recognizances was rendered compulsory by the Act rather than that the registration of executions to which it refers did not at all apply to this description of securities.

Mr. Watters devotes four pages of his work to a speculative commentary on the 7th section of the Act, which abolished (as the reader is aware) the famous doctrine of the *Sciatis Juris*. If the author were writing a review of a treatise on the Act, his comments would not be out of place; but in a practical work intended for daily use, they are wholly irrelevant and inapt. He concludes, by considering the section to be only prospective, whereas it is most distinctly retrospective, and, therefore, will not, as the author has apprehended, give rise to, instead of checking, litigation. We notice these blemishes in a work that has considerable merits. Nor are the criticisms of Mr. Watters on what he terms specimens of *pot pourri* legislation always uncalled for. He also points out an egregious blunder in the extension of the 14th section of this Act to Ireland. This section operates only by reference to the statute 13 & 14 Vict. c. 35, which is limited exclusively "to proceedings in the High Court of Chancery in England."

We think that this treatise will be found useful in practice so far as any treatise, on such specimens of piecemeal legislation as those to which it relates, can be useful. Its style is clear, the diction used throughout good, and if the author sometimes inclines to indulge in a transcendental speculation, he is, on the other hand, as a general rule, sufficiently practical and homely, and always interesting. We confidently recommend this work to those who require an instructive guide on the statutes of which it treats. It contains a good table of contents, and a copious index.

We ought not to omit remarking upon the arbitrary nomenclature of Mr. Watters in reference to one of the statutes upon which he comments. For 369 pages, we have the heading of "Trustee Relief Act" as the title of Lord St. Leonards Act, of 1859, although its first and principal title is an Act "Amend the Law of Property," and the designation Trustee Relief Act is now so universally applied to the well-known

statute, 10 & 11 Vict. c. 96. There is certainly confusion enough already arising from the modern system of piecemeal legislation, without any addition to it by text writers.

#### ON THE LIABILITY OF MASTER TO SERVANT IN CASES OF ACCIDENT.

(Continued from page 772.)

1. The master and servant are engaged in a common work for the benefit of both. There is a virtual partnership between them. No one, least of all a lawyer, when he remembers the duty of the master to take reasonable care of his servant, can say the contract is for money wages and nothing else.

2. The servant works with his hands for wages, is a poor man, generally of imperfect education, and belongs to a class traditionally improvident. The master is a person of more or less capital, employs many servants, keeps accounts, and in the course of his business is accustomed to make pecuniary calculations based on complex contingencies.

3. The choice of servants, the selection of machinery and materials, the determination of the method of work, is with the master, and the master only. Practically, and with few exceptions, this is absolutely so.

4. The master and servant are equally aware of the dangers incident to the employment—I say equally, for though the servant may be practically more familiar with some dangers, there are others which the employer may well understand better; and of all he must be presumed in law to know adequately.

5. When an accident to a workman occurs, it may be accompanied or not by damage to the master's property, sometimes very great damage; but in all such cases the workman suffers with his body, literally with his flesh and blood, perhaps with his life. In a great number of instances the prospects of himself and his family are ruined. On the other hand, the master may lose heavily through the negligence of a servant without the servant suffering any injury, and in all such case the master has practically no redress. Railway accidents and collisions at sea, involving thousands of pounds, are commonly of this kind. This is true, but not in my opinion very material. Such facts, which lie at the root of the subject, ought to be fairly weighed in framing the law, or estimating it when framed; and I ask you to bear them in mind now in approaching the consideration of the rules of the English law which regulate the liability of masters to servants in cases of accident.

These rules are not statutory rules, but are the ancient common law rules concerning negligence, modified by the judges from the sense of what their contract of service requires. By "negligence," the law means the want of common and reasonable care, the want of due care, all the circumstances of the case considered. Every person is bound to use common and reasonable care, but what is to be deemed such care varies with circumstances. One kind of care is expected from an expert, another from a layman; one kind of care from a master, another from a servant; one kind of care from a person under contract, another from a stranger; what is negligence in a grown-up person will not be negligence in the child, and so on. In legal proceedings this question of negligence is generally a question of mixed law and fact, determinable upon the evidence by the jury after instruction by the judge. As a general rule, in all cases of accident, including those between master and servant, the jury have to say upon a consideration of all the circumstances, whether there has been, by either party or both, a want of common and reasonable care, contributing to cause the accident.

The rules of law, then, relating to accidents sustained by servants in the course of their employment are—

**RULE I.**—*For injury by pure accident the servant has no remedy.* This is in accordance with the ordinary rule of law. Nobody has been guilty of negligence; nobody is to blame; and ill-luck has to be born where it falls. The rule may be just, and it may be necessary, but no exception is made in consequence of the relation between the parties. The rule discards or overbears any consideration of the virtual partnership subsisting between employer and employed; and the practical result is, that in many cases the workman is maimed or killed in the service of his master, and without any compensation to himself or his family. It is true that in some instances, as in the late Hartley Colliery accident, or in the common case of shipwreck, the employer may have at

generous expense adopted every measure to prevent accidents and may himself be a heavy loser by the casualty; but in the majority of cases the suffering is chiefly on the side of the man. This may be remembered when we come to consider the more doubtful cases. It should be noticed that this class of accidents, purely inevitable accidents, though largely incident to a few callings, as for instance seafaring, is not otherwise extensive: most accidents are the result of carelessness somewhere.

**RULE II.**—*For injury caused by the master's personal negligence the servant may recover compensation, if he has not contributed to the injury by any negligence on his own part.* This again is the ordinary rule as between strangers, no less and no more.

The master is accordingly bound towards his servant to take reasonable care in providing sound machinery, reasonable care in selecting competent fellow-workmen, and reasonable care in arranging methods of work; and for any accident caused by his default in any of these respects, and without fault of the plaintiff, he is liable. But the burden of strict proof of the master's default is upon the plaintiff, which in itself enables many masters to escape liability for accidents undoubtedly caused by their negligence; and this not only by obtaining verdicts in actions brought, but in deterring injured servants from suing.

Again, without personal negligence on the part of the master there is no liability. The law gives the servant no warranty from the master that the tackle shall be reasonably sufficient, though the master provides the tackle and the servant's life depends upon it; no warranty that the fellow-workman shall be competent, no warranty that the mode of work prescribed shall be safe from unnecessary risk. The tackle may be rotten, the ship unseaworthy, the system of work unnecessarily dangerous, but the servant has no remedy against the master for injury so caused unless the master has himself been guilty of a want of reasonable care, guilty of negligence. Hence a variety of accident whereby the servant suffers and without redress. I do not now speak of inevitable accidents, which I have already dealt with, nor of accidents caused by fellow-workmen, which I shall deal with presently, but I now confine myself to those caused by the negligence of persons who have provided improper materials by contract with the master. The law holds that the servant has no remedy against the contractor because he is a stranger to the contract (*Winterbottom v. Wright*, 10 M. & W. 109); a position I accept, but have no space to examine critically; and no remedy against the master, because the master has not been personally guilty of negligence; in effect, no remedy at all. Is not this hard law? And what of the maxim, *Ubi jus, ibi remedium, no wrong without a remedy?*

(To be continued.)

#### HOW LAND IS DEALT WITH.

True it is, that the trouble of troubles has hardly been at all, and perhaps cannot be effectively, reached; the miserable muddle that men will sometimes make of their titles. A man will mortgage Blackacre to buy Whiteacre, and then Whiteacre to buy Greenacre, and mortgage part of Greenacre for the balance of the purchase money, and then confuse the boundaries, and build a mansion house on Whiteacre, with the right wing on Blackacre, and a disputed easement annexed to Blackacre running through the left wing on Greenacre; and then redeem Blackacre by a mortgage on part of Blackacre, and a first mortgage on a part, and a second mortgage on another part of Greenacre; and then redeem Whiteacre by a first mortgage on part of Whiteacre, and a second mortgage on part of Blackacre, and a second mortgage on part and a third mortgage on another part of Greenacre, by way of make-weight; and then get his acceptance discounted, and give a puisne prismatic mortgage on the acres of all colours to the discounter; and then give further charges to the first mortgagees; and then suffer a judgment, and marry; and settle the equities of redemption reserving a power of charging to pay off incumbrances and other purposes; and then disentail and resettle, reserving the charge; and then charge Greenacre and part of Blackacre; and then quarrel with the heir, and charge Whiteacre; and then appoint interests to children and grand-children, as tenants in common, and their respective issue, charged with a payment to a charity, with cross remainders, and a clause for accumulation, and declare that they shall be void on assignments, and charge his wife's estate with his own debts, and devise jointure land to

her for life, with remainder to unborn grand-children for lives, with remainders over, and bequeath a shilling to his heir, and declare that he shall not take an unsettled estate; and thus, after his death, some remote descendant dies of a receiver, in a suit to restrain waste and establish priorities; and at last the three acres with all their troubles are sold, and there is no hand to receive the money, and the purchaser dies a *Lackland* after all, by reason of divisions amongst the equity pets, the mortgages, and for want of effectual power in the Court to give him a vesting order.—*Thoughts on Legal Discontent*, 1858.

**THE TEMPLE CHURCH.**—Except the Church of the Holy Sepulchre at Cambridge, a Church at Northampton, and one other specimen, the western portion of the Temple Church is, we believe, the only example we have of a round Norman Church still remaining undefaced, and fit to be used for public service. The whole of the exterior of the northern side is now being thoroughly restored, and the original character of the work and materials of the portion of this fine example of ancient church architecture is, we are glad to see, to be retained. The rubble work of the wall and buttresses is being made good where necessary and re-pointed. All the defective portions in the dressings of the buttresses and the jambs and arches of the windows are being replaced with Bath and Caen stone, and the ornamental pilasters of the windows with Mansfield stone. The old windows of this side of the building have been taken out and the openings filled with common glass, but it is expected that, after a time, they will be replaced with ornamental stained glass. The western porch, which abuts upon Inner Temple-lane, is also being restored. Buttresses of Portland stone are being erected on the foundation of the old ones, and the porch itself will be covered with a leaded gable roof. The work is being done by Messrs. Walcot, under the direction of Mr. Brodie, and for the architects of the Temple, Messrs. St. Aubyn and Smirke. The church will be opened for Divine Service on Sunday, the 5th October. London is justly proud of this unique specimen of the massive and dignified Romanesque style of the twelfth century, and it is highly creditable to the benchers that in the recent alterations of their extensive buildings, it has been a primary object of their attention to restore the church to its pristine splendour, and to clear away the obstructions which formerly hid large portions of it from the public view.

### Public Companies.

#### MEETINGS.

#### BLYTH AND TYNE.

At the half-yearly meeting of this company, held on the 25th inst., the following dividends were declared, viz., at the rate of 10 per cent. on the original preference shares, 9½ per cent. on the ordinary and extension shares, and 5 per cent. on the A. & B. preference shares.

#### BRADFORD, WAKEFIELD AND LEEDS.

At the half-yearly meeting of this company, held on the 26th inst., a dividend at the rate of 6½ per cent. per annum on the ordinary stock and of 4 per cent. on the preference stock of the Ossett branch was declared for the past half-year.

#### EASTERN COUNTIES RAILWAY.

At the half-yearly meeting of this company, held on the 27th inst., a dividend of 2 per cent. was declared for the past half-year.

#### ELY VALLEY RAILWAY.

At the half-yearly meeting of this company, held on the 19th inst., a dividend at the rate of 2 per cent. per annum was declared for the past half-year.

#### GREAT NORTHERN RAILWAY.

At the half yearly meeting of this company, held on the 23rd inst., dividends were declared on the 5 per cent. perpetual and redeemable preference stocks, at the rate of 1 per cent. per annum upon the Hertford purchase preference stock, of 4 per cent. per annum on the Luton purchase and preference stocks, of 5 per cent. per annum on the Luton preference stock, of £4 10s. per cent. per annum on the original stock, being £2 5s. per cent. for the half year, £3 per cent. for the half year on the B. stock, and £1 10s. per cent. on the A. stock.

#### LLENNY VALLEY RAILWAY.

At the half-yearly meeting of this company, held on the

21st inst., a dividend of 5 per cent. upon the preference, and of 4 per cent. upon the ordinary stock of the company, was declared for the past half-year.

#### LONDON AND NORTH-WESTERN RAILWAY.

At the half-yearly meeting of this company, held on the 22nd inst., a dividend of £1 7s. 6d. per cent. was declared on the consolidated stock of the company for the past half-year.

#### MID KENT (BROMLEY TO ST. MARY CRAY).

At the half-yearly meeting of this company, held on the 26th inst., a dividend at the rate of 3 per cent. per annum, free of income tax, was declared for the past half-year.

#### OSWESTRY AND NEWTOWN RAILWAY.

At the half-yearly meeting of this company, held on the 27th inst., a dividend at the rate of 3½ per cent. per annum was declared for the past half-year.

#### SOUTHAMPTON DOCK COMPANY.

At the half-yearly meeting of this company, held on the 27th inst., a dividend of £2 per cent. was declared for the past half-year.

#### SOUTH WALES RAILWAY.

At the half-yearly meeting of this company, held on the 22nd inst., a dividend at the rate of 3½ per cent. per annum was declared for the past half-year.

#### STAINES, WOKINGHAM, AND WOKING.

At a meeting of this company, held on the 25th inst., a dividend at the rate of £5 per cent. per annum on the preference shares was declared for the past half-year, leaving a balance of £1,499 to be carried forward to the next account.

#### WEST DURHAM.

At the annual meeting of this company, held on the 21st inst., a dividend of 7 per cent. (less income tax) was declared.

#### Births, Marriages, and Deaths.

##### BIRTHS.

**CONOLLY**—On the 24th instant, at Langley, Bucks, the wife of Edward T. Conolly, Esq., barrister-at-law, of a son.

**ILDERTON**—On the 20th instant, at 13, Ashley-place (prematurely), the wife of H. D. Illderton, Solicitor, of a son.

**LATHAM**—On the 24th instant, at 68 Guildford-street, Russell-square, the wife of R. Marston Latham, Esq., barrister-at-law, of a son.

**MOSSOP**—On the 24th instant, the wife of Mr. Charles Mossop, solicitor, of No. 1, Ironmonger-lane, and Oakley Lodge, Chelsea, of a daughter.

**SARGEAUNT**—On the 16th instant, at Stanwick, Northamptonshire, the wife of J. B. Sargeaunt, of the Inner Temple, barrister-at-law, of a daughter.

**SWANSTON**—On the 21st instant, at the house of the Master of the Rolls, 6, Hyde-park-terrace, the wife of Clement T. Swanston, Jun., Esq., barrister-at-law, of a daughter.

##### MARRIAGES.

**ABRAM**—**ALDRIDGE**—On the 21st instant, at the parish church, Sutton, Surrey, by the Rev. Henry Carmichael Grant, M.A., Virginia Elizabeth, second daughter of Napoleon Aldridge, Esq., of Hill House, Sutton, to William John Abram, Esq., of the Middle Temple, barrister-at-law.

**ANDERSON**—**HOPPER**—On the 23rd instant, at St. John the Baptist, Kentish-town, by the Rev. Wm. Calver, M.A., Frederick, the youngest son of the late Lieut. James Anderson, R.N., to Fanny, only daughter of the late Mr. Wm. Hopper, of Lincoln's-inn-fields.

**PROWSE**—**CHAPMAN**—On Wednesday, the 20th instant, at the parish church of Croydon, by the Rev. Chas. Chapman, B.A., brother of the bride, assisted by the Rev. H. C. Watson, M.A., Mr. George R. Prowse, of Montreal, Canada, merchant, to Mary Alicia, youngest daughter of Wm. Chapman, Esq., of Devonport, solicitor.

**TOLLIT**—**BRUNNER**—On the 21st inst., at St. Ebbe's, Oxford, by the Rev. S. Y. N. Griffith, assisted by the Rev. J. Fenwick Kitto, Henry James Tollit, Esq., to Jane, youngest daughter of W. Brunner, Esq., Solicitor and Coroner, Oxford.

**TURNER**—**KEMPSON**—On the 31st instant, at St. Peter's, Hereford, by the Rev. Robert Sosbie, precentor of Rochester Cathedral, Aseniss, fifth son of Lori Justice Turner, to Catherine, second daughter of the late Rev. W. B. Kempson, of Stoke Lacy, in the county of Hereford.

##### DEATHS.

**BARKER**—On the 18th instant, at Eutherford-hill, Speldhurst, near Tunbridge-wells, at the residence of his mother, Charles Henry Barker, Esq., M.A., Solicitor, aged 35, of 37 Cleveland-square, and 1 Gray's Inn-square.

**CHADWICK**—On the 20th inst., at his residence, No. 4 Upper Barnbury-street, Islington, Mr. William Chadwick, Solicitor, aged 31.

**DAX**—On the 21st inst., at No. 5 Langham-street, Portland-place, Catherine, youngest daughter of the late Thomas Dax, Esq., Senior Master of the Court of Exchequer.

**HANNAY**—On the 19th instant, near the harbour of Le Creus, off the island of Sark, William Hannay, Esq., magistrate of the county and of the town of Nottingham, aged 64, the deceased having been unfortunately drowned through the upsetting of a boat, on his return from Sark to Jersey.

**JERVIS**—On the 26th inst., at her residence, 47 Eaton-square, very suddenly, Catherine Jane Jervis, relict of the late Right Hon. Sir John Jervis, Knight, Lord Chief Justice of her Majesty's Court of Common Pleas, aged 61.

## London Gazettes.

## Billings-up of Joint Stock Companies.

FRIDAY, AUG. 22, 1862.

## UNLIMITED IN CHANCERY.

State Fire Insurance Company.—Vice-Chancellor Wood doth peremptorily order that a call of £1 per share be made on all contributors of this company in Class A, to be paid on Oct 1, to William Henry McCreight, the Official Manager of the said company, 3 South-sq, Gray's-Inn, Middlesex. Aug 5.

## LIMITED IN BANKRUPTCY.

Southampton, Isle of Wight, and Portsmouth Improved Steamboat Company (Limited).—Petition to wind up, presented Aug 22, will be heard before Commissioner Fane, on Sept 12 at 2. T. Westall, 3 South-sq, Gray's-Inn, solicitor for petitioners.

TUESDAY, AUG. 26, 1862.

## UNLIMITED IN CHANCERY.

British Exchequer Life Assurance Company (Registered).—Vice-Chancellor Wood doth peremptorily order that a call of 10s. per share be made on all contributors of this society, to be paid on or before Sept 9, to R. P. Harding, Official Manager, 3 Bank-bdg, London. Aug 9.

English and Irish Church and University Assurance Society.—Vice-Chancellor Wood doth peremptorily order that a call of £2 per share be made on all contributors of this society, to be paid on Sept 1, to R. P. Harding, Official Manager, 3 Bank-bdg, London. Aug 4.

## Creditors under 22 &amp; 23 Vict. cap. 33.

Last Day of Claim.

FRIDAY, Aug. 22, 1862.

Cannings, John, Finchdene, Southampton, Iron Founder. Oct 20. Sols Ellis, Bannister, & Robinson 12 Clement's-lane, Lombard-st.

Chick, Ann, Dashwood-place, Bexley Heath, Bexley, Kent, Widow. Oct 16. Sol Townley, Walbrook House, 37 Walbrook.

Elot, Rev. Laurence William, Peper-Harow, Surrey, Clerk. Oct 20. Sol Miersch.

Herrington, Samuel, Knaresborough, Yorkshire, Currier. Oct 1. Sol Richardson, Knaresborough.

Holt, John, Twyford, Hants, Gent. Sept 27. Sol Waters, Winchester.

Mercer, Robert, Southsea, Portsmouth, Southampton, Esq. Sept 30. Sols Hellard & Son, Portsmouth.

Milner, Mrs. Jane, 3 East Cliff, Dover, Kent, Widow. Oct 14. Sols Rixon & Son, 38 Cannon-st.

Stackhouse, Rev. William, Trehane, Cornwall, Clerk. Sept 30. Sols Coode, Shilson, & Co., St. Austell.

TUESDAY, Aug. 26, 1862.

Bevan, Rev. George Jones, Glyndraon, Crickhowell, Brecon, Clerk. Oct 1. Sols Davies & Son, Crickhowell.

Branford, John Bell, Oxwick, Norfolk, Farmer. Oct 1. Sol Cates, Fakenham, Norfolk.

Eckersley, Rev. Thomas, Hanging Ditch, Todmorden, Wesleyan Minister. Sept 30. Sol Boot, Manchester.

Gray, John, Langridge, Nazing, Essex, Farmer. Oct 31. Sol Randell, 17 Gracechurch-st.

Hargreaves, Joseph, Shipley Fields, Shipley, Yorkshire, Esq. Nov 8. Sols Butterfield & Spencer, Bradford.

Hyde, James, Travelyan, 3 Alma-rd, Canonbury, Gent. Oct 31. Sol Randell, 17 Gracechurch-st.

Iter, Andrew Kales, Lime Villas, Lewisham, Esq. Oct 3. Sol Deacon, Doctors' Commons.

Mainwaring, Rowland, Whitmore Hall, Staffordshire, Rear-Admiral in the Royal Navy. Oct 1. Sol Knight & Udall, Newcastle-under-Lyme.

Pilfoot, John, Brigg, Lincolnshire, Auctioneer. Sept 20. J. N. Malleson, 11 Austin-friars, London, Administrators.

Shuker, Robert, Groom of the Chamber, 29 Arlington-st, Piccadilly. Nov 20. Sols Nicholson & Herbert, 24 Spring-gardens.

## Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Aug. 22, 1862.

Davies, Eleonora, the wife of the Venerable Richard Davies, Archdeacon of Brecon. Nov 7. Brickenden & Williams, V. C. Wood.

James, John, Broadic, Talley, Carmarthenshire, Farmer. Nov 6. Davis v. James, M. R.

James, William, Cwmgogerddau, Conwl Galo, Carmarthenshire, Gent. Nov 6. Davis v. James, M. R.

Lawrence, Edward Billipp, Baker-st, Middlesex. Oct 29. Jones v. Jones, M. R.

Lewis, William, St. Thomé, Madras, East Indies, a Lieutenant-Colonel. Feb 9. Drakeford v. Drakeford, M. R.

Smith, Michael, Hammersmith, Middlesex, Carpenter. Nov 1. Smith v. Smith, V. C. Stuart.

Willan, Isabella Maria Douglas, Twyford Abbey, Middlesex, Widow. Nov 8. Willan v. Willan, M. R.

TUESDAY, Aug. 26, 1862.

Glasier, Samuel, South Hykeham, Lincolnshire, Farmer. Oct 30. Glasier v. Foyster, V. C. Wood.

## Assignments for Benefit of Creditors.

FRIDAY, Aug. 22, 1862.

Woolstenhulme, John, Warrington, Lancashire, Hairdresser and Penfumour, and of Position-cum-Fearnehead, Farmer. Aug 1. Sols Marsh & Barret, 6 Winwick-st, Warrington.

TUESDAY, Aug. 26, 1862.

Bland, George, York, Draper. Aug 13. Sol Reed, 3 Gresham-st.

Laurie, David, Thornaby Vale, North Riding of Yorkshire, Farmer. Aug 30. Sol Dodd & Trotter, Stockton.

## Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, Aug. 22, 1862.

Abern, William, 20 and 40 Paradise-st, Liverpool, Outfitter. July 24. Conveyance. Reg Aug 21.

Arnold, William Simpkin, 123 Regent-st, Watchmaker. July 23. Assignment. Reg Aug 20.

Bewley, Henry Thomas Layborn, Burton-upon-Trent, Staffordshire, Schoolmaster. July 24. Assignment. Reg Aug 20.

Birkby, Dan, Dukinfield, Cheshire, Draper and Smallware Dealer. July 25. Assignment. Reg Aug 21.

Davies, Charles William, 3 Grove-ter, Notting-hill, Middlesex, Watchmaker and Jeweller. Aug 7. Conveyance. Reg Aug 20.

Davison, Christopher, &amp; John Davison, Stocks-st, Manchester, Builders. July 16. Assignment. Reg Aug 21.

Dilly, William, 1 Sheen-dale, New Richmond, Surrey, and of the Castle Hotel, Richmond, Professed Cook and Confectioner. Aug 15. Assignment. Reg Aug 20.

Dixon, Henry, Birmingham, Spoon Manufacturer. Aug 5. Assignment. Reg Aug 21.

Fitzjohn, Thomas Francis, Whittlesey, Isle of Ely, Cambridgeshire, Grocer. July 23. Assignment. Reg Aug 20.

Holt, John, Little Bolton, Lancashire, Joiner and Builder. July 23. Assignment. Reg Aug 20.

Kelsall, William, West-st, Oldham, Lancashire, Tin Plate Worker, and Joseph Masey, West-st, Oldham, Druggist. Aug 7. Assignment. Reg Aug 21.

Leaver, Joseph, Chipping Norton, Oxfordshire, Boot and Shoemaker. July 23. Conveyance. Reg Aug 20.

O'Brien, Lawrence, Trafalgar-st, Leeds, Stay Maker. Aug 4. Assignment. Reg Aug 21.

Piggott, John, Skelmersdale Hall, Lancashire, Farmer. July 30. Conveyance. Reg Aug 19.

Plowman, George, Kimbulton, Hunts, Grocer. Aug 2. Conveyance. Reg Aug 19.

Plowman, William, High-st, Exeter, Hosier and Haberdasher. July 25. Conveyance. Reg Aug 20.

Probert, James, St. Anne's-rd, Great Malvern, Worcestershire, Tobacco-nist. July 22. Assignment. Reg Aug 19.

Radford, George, Swanside, Glamorganshire, Boot and Shoe Maker. July 28. Conveyance. Reg Aug 20.

Scaife, John, Barton, Yorkshire, Tailor. Aug 1. Conveyance. Reg Aug 1.

Shettle, Thomas, Southampton, Butcher. Aug 12. Composition. Reg Aug 21.

TUESDAY, Aug. 26, 1862.

Barrow, John, Gorton Brook, Lancashire, Manufacturing Chemist. July 25. Composition. Reg Aug 22.

Bickerstaff, Joseph, 111 High-st, Oxford, Tobacconist. July 31. Composition. Reg Aug 25.

Booth, Thomas, Twemlow Hall, near Holmes Chapel, Cheshire, Esq. and Walter Booth, Llangollen, Denbighshire, Brewer. July 24. Assignment. Reg Aug 25.

Boumacker, John, Wingate Grange, Durham, Cabinet Maker. Aug 1. Conveyance. Reg Aug 22.

Burgess, William, St. Austell, Cornwall, Mine Proprietor. July 29. Conveyance. Reg Aug 25.

Dobinson, James Quafe, Suffolk Brewery, Addington-sq, Camberwell, Brewer. Aug 16. Assignment. Reg Aug 25.

Dugdale, John, 7 Corridor, Bath, Photographer. July 26. Assignment. Reg Aug 21.

Edwards, Walter John, Liverpool, Grocer. July 29. Assignment. Reg Aug 22.

Evans, Thomas, Clay-cross, Northwifield, Derbyshire, Watch Maker. Aug 7. Conveyance. Reg Aug 25.

Garner, Alfred, 7 North-side, Mile End-rd, Middlesex, Grocer. July 28. Conveyance. Reg Aug 25.

Grove, Samuel Vowles, 3 Exchange-bldgs, Bristol, Oil Broker. Aug 19. Conveyance. Reg Aug 26.

Harrison, James William, 42 Basinghall-st, London, Warehouseman. Aug 3. Assignment. Reg Aug 25.

Heywood, Thomas, Manchester, Yarn Merchant. Aug 5. Conveyance. Reg Aug 22.

Hill, George Mills, and Horton Hewett Ledger, Bury-st, Aldgate, London, Oilmen. Aug 11. Composition. Reg Aug 25.

Jenkins, Frances Sarah, &amp; Mary Jenkins, 16 Stanley-gardens, Notting-hill, Ladies' School. Aug 21. Conveyance. Reg Aug 22.

Lightfoot, Robert, St. James-place, Toxteth Park, Liverpool. Aug 8. Assignment. Reg Aug 22.

Lilley, John, Dover, Grocer. Aug 8. Assignment. Reg Aug 23.

Mackay, Hugh, Sheffield, Tailor. Aug 6. Assignment. Reg Aug 25.

Manson, Peter, West Bromwich, Draper. Aug 9. Assignment. Reg Aug 23.

Menlove, Edward, jun., &amp; William Higgins, Liverpool, Coffee Merchants. Aug 6. Conveyance. Reg Aug 23.

Milsted, Albert, 4 River-ter, Islington, Gent. Aug 22. Conveyance. Reg Aug 26.

Mitchell, William, Poltimore-inn, Sidwell-st, Sidwell, Exeter, Licensed Victualler. Aug 13. Conveyance. Reg Aug 25.

Moses, Montague, 75 Deansgate, Manchester, Fancy Warehouseman. Aug 19. Assignment. Reg Aug 23.

Pacey, Margaret, Spring-st, Edgbaston, Birmingham, Spinster. Aug 14. Conveyance. Reg Aug 22.

Palmer, William, Necton, Norfolk, Farmer. July 26. Assignment. Reg Aug 23.

Payne, William, Dundy, Somersethire, Farmer. Aug 20. Assignment. Reg Aug 23.

Sunderland, Lazarus, Hall-lane, Bowring, Bradford, Shopkeeper. Aug 15. Conveyance. Reg Aug 25.

Shippam, Samuel, Sheffield, Baker. July 26. Assignment. Reg Aug 23.

Slack, Samuel, Chesterfield, Confectioner. Aug 12. Conveyance. Reg Aug 25.

Smith, Hugh, South Lawn, Oxfordshire, Farmer. Aug 1. Inspectorship. Reg Aug 25.

Spencer, Charles, Broad-st, Birmingham, Draper. Aug 19. Assignment. Reg Aug 23.

Stephens, John, Tunbridge Wells, Tailor. July 26. Conveyance. Reg Aug 22.

Thompson, Stephen, Stapleton-rd, Bristol, Last Maker. Aug 1. Conveyance. Reg Aug 22.

Tippel, James, Halesworth, Printer. July 29. Assignment. Reg Aug 25.

Walley, William Goodwin, Burton-on-Trent, Flint Grinder. July 31. Conveyance. Reg Aug 25.

White, John, Manchester, Smallware Manufacturer. Aug 1. Assignment. Reg Aug 22.  
 Williamson, John, Liverpool, Provision Dealer. Aug 18. Composition. Reg Aug 29.  
 Wilkinson, Byron, 261 Oxford-st, and Verulam-blids, Gray's-inn, Saddler and Harness Maker. July 23. Conveyance. Aug 22.  
 Winterbottom, Sarah, Barker-st, Oldham, Widow. July 30. Assignment. Reg Aug 23.

## Bankrupts.

FRIDAY, AUG. 22, 1862.

Alcock, George, 2 Cannon-row, Stratford-upon-Avon, Warwickshire. Pet Aug 19. Stratford-upon-Avon, Sept 2 at 11. Sol Warden, Stratford-upon-Avon.  
 Anderson, James, Stockton, Durham, Contractor. Pet Aug 12. Stockton-on-Tees, Aug 25 at 5. Sol Thompson, Stockton.  
 Astley, William Henry, Beulah-rd, Walthamstow, Essex, Photographer. Pet Aug 18. London, Sept 9 at 1. Sol Sole, Turner, & Turner, 68 Aldermanbury.  
 Atwell, Alfred, 26 Beckford-row, Walworth-rd, Butcher. Pet Aug 20. London, Sept 4 at 1. Sol Pearce, 8 Giltspur-st.  
 Barford, John, 13 Camden-ter West, Camden-new-town, Clerk. Pet Aug 20. London, Sept 4 at 1. Sol Oliver, 47A, Portsmouth-st, Lincoln's-inn-fields.  
 Barnes, Thomas, Bridge-st, within New Accrington, Lancashire, Stone Mason. Pet Aug 12. Haslingden, Sept 23 at 12. Sol Barlow, Accrington.  
 Beckett, William, Gillingham St Mary, Norfolk, Farmer. Pet Aug 18. Beccles, Sept 8 at 12. Sol Cufaude, Great Yarmouth.  
 Bell, Robert, Winteringham, near Brigg, Lincolnshire, Journeyman Joiner. Aug 12 (in forma pauperis). Barton-on-Humber, Sept 23 at 11. Sol Chambers, Lincoln.  
 Bibb, Joseph, Britannia Tavern, New-st, Coventry, Publican. Pet Aug 18. Coventry, Sept 9 at 3. Sol Morris, Coventry.  
 Blyth, William Bates, Bethel-st, Norwich, Boot and Shoe Maker. Pet Aug 20. Norwich, Sept 1 at 11. Sol Sadd, jun, Norwich.  
 Boyle, Harriett, 15 Ship-st-gardens, Frutterer. Pet Aug 20. Brighton, Sept 10 at 11. Sol Goodman, Brighton.  
 Bradshaw, George, Stafford, Provision Dealer. Aug 15. Birmingham, Sept 1 at 12. Sol James & Knight, Birmingham.  
 Brewer, William John, 33 Brownlow-st, Drury-lane, Bookbinder. Pet Aug 20. London, Sept 4 at 12.30. Sol Eckett, Carlton-chambers, 8 Regent-st.  
 Brockhurst, Joseph Sumner, Radlignond-blids, Cambridge, Clerk in Holy Orders. Aug 18. London, Sept 4 at 11. Sol Aldridge, 46 Moorgate-st.  
 Burton, Samson Henry, 38 Turner-st, Commercial-ter East, Middlesex, Ironmonger. Aug 18. London, Sept 9 at 1. Sol Aldridge & Bromley, 46 Moorgate-st.  
 Cadle, John, Long Crendon, Buckinghamshire, Publican. Aug 13. Thame, Sept 2 at 10. Sol Kilby, Banbury.  
 Chadwick, John, Leymoor Bottom, Golcar, Huddersfield, Cloth Finisher. Pet Aug 12. Huddersfield, Sept 25 at 10. Sol Haigh, Huddersfield.  
 Darby, William Plumb, 8 Artesian-pl, Tottenham, Middlesex, Labourer. Pet Aug 18. London, Sept 4 at 11.30. Sol Peverley, 19 Coleman-st.  
 Dean, Arthur, Market-hall, Blackpool, Lancashire, Dealer in Fancy Goods. Pet Aug 18. Liverpool, Sept 2 at 12. Sol Hankinson, Manchester.  
 Denkin, John, 16 Thomas-st, Horsleydown, Surrey. Pet Aug 19. London, Sept 9 at 1. Sol Sparham, 10 Basinghall-st.  
 Donnelly, Harry Walter, 14 Fenchurch-st, London, Civil Engineer. Pet Aug 19. London, Sept 4 at 11.30. Sol Watson, 18 Cannon-st.  
 Duke, James, Arkwright-st, Nottingham, Builder. Pet Aug 19. Nottingham, Oct 1 at 10. Sol Parsons, Nottingham.  
 Edwards, George, 19 Selsdon-st, Clerkenwell, Silversmith. Pet Aug 19 (in forma pauperis). London, Sept 10 at 11. Sol Aldridge & Bromley, 46 Moorgate-st.  
 Evans, William, Railway Tavern, New Dock, Llanelli, Carmarthenshire, Beer-house Keeper. Pet Aug 13. Llanelli, Aug 28 at 12. Sol Jones, Llanelli.  
 Field, George Watson, 4 Agar-st, Strand, Forwarding Agent. Aug 16. London, Sept 9 at 1. Sol Aldridge & Bromley, 46 Moorgate-st.  
 Folson, George, Windsor-ter, Oldham, Lancashire, Cotton Spinner. Pet Aug 12. Manchester, Sept 2 at 11. Sol Moller, Oldham.  
 Francis John, Grosvenor-pl, Brixton, Coach Maker. Pet Aug 20. London, Sept 4 at 11.30. Sol Bickley, King William-st.  
 Furneau, John, 25 Townsends-row, Attercliffe, Nuneaton, Warwickshire Weaver. Pet Aug 19. Nuneaton, Sept 9 at 11. Sol Smallbone, Coventry.  
 Godfrey, John Horton, Rowley-cottage, Old Stratford, Attorney's Clerk. Pet Aug 19. Stratford-upon-Avon, Sept 3 at 11. Sol Warden, Stratford-upon-Avon.  
 Gossling, George, 22 Portland-st, Soho, Middlesex, Builder. Pet Aug 18 (in forma pauperis). London, Sept 4 at 11. Sol Aldridge, 46 Moorgate-st.  
 Griffiths, John, 1 Rutland-pl, Swansea, Glamorganshire, Mason. Pet Aug 18. Swansea, Sept 3 at 12. Sol Morris, Swansea.  
 Haley, George, Peckham-rye-lane, Camberwell, Baker. Pet Aug 20. London, Sept 9 at 2. Sol Dover, 12 South-ag, Gray's-inn.  
 Hands, George, & Thomas Hands, 51 Parade, Birmingham, Leather Cutters. Pet Aug 19. Birmingham, Sept 8 at 12. Sol Fuller, Birmingham.  
 Harris, Richard, Chesterton, Oxfordshire, Baker. Pet Aug 16. Bicester, Sept 11 at 1. Sol Mills, Bicester.  
 Hayes, George, 19 Gloucester-crescent, Regent's-pk, Master Mariner. Pet Aug 21. London, Sept 8 at 11.30. Sol Miller & Son, 10 Philpot-lane.  
 Hodson, James, Chapel-pl, Tunbridge Wells, Chemist and Druggist. Pet Aug 19. York, Sept 3 at 11. Sol Mason, Castlegate, York.  
 Holmville, Frederick Joseph, Fore-st, Edmonton, Middlesex, Shoemaker. Pet Aug 19 (in forma pauperis). London, Sept 10 at 11. Sol Aldridge & Bromley, 46 Moorgate-st.  
 Holmes, John, Malton, Yorkshire, Licensed Victualler. Aug 13. Leeds, Sept 4 at 11.  
 Hout, John, Wolverhampton, Staffordshire, Accountant. Aug 15. Birmingham, Sept 1 at 12. Sol James & Knight, Birmingham.  
 Hopkins, Thomas, Winchfield, Hants, Coal Merchant. Pet Aug 19. London, Sept 4 at 12. Sol Palmer, Palmer, & Bull, 24 Bedford-row.  
 Howell, William, Goat-st, Swansea, Glamorganshire, Draper and Hosier. Pet Aug 18. Swansea, Sept 3 at 12. Sol Tripp, Swansea.

Hughes, John Timothy, 11 Printer's-pl, Bermondsey, Surrey, Metropolitan Police Constable. Pet Aug 18. London, Sept 9 at 12. Sol Buchanan, 13 Rasinghall-st.  
 Hunt, Vere Dawson, 9 Strand-pl, Maida-vale, Middlesex, Commission Agent. Pet Aug 20. London, Sept 4 at 1. Sol Parkes, Deanfort-blids, Strand.  
 Jackson, Thomas, Sheriff of Swindon, Yorkshire, Druggist. Aug 14. Goole, Sept 4 at 11. Sol Sparn, Hall.  
 Jones, Elias, 19 and 14 Back Bittern-st, Liverpool, Cartowner. Aug 18. Liverpool, Sept 2 at 11. Sol Evans, Son & Sandy, Liverpool.  
 Kimpson, Benjamin, and not Benjamin Kimpson, as formerly advertised. Livesey, John, Ilkington, Blackburn, Lancashire, Joiner. Pet Aug 20. Manchester, Sept 9 at 11. Sol Bois, Manchester.  
 Milne, Samuel Johnson, West Gorleston, Manchester, Grocer Merchant. Pet Aug 19. Manchester, Sept 3 at 11. Sol Bennett, Manchester.  
 Minion, Henry, Aldridge, Staffordshire, Licensed Victualler. Pet. Wallall, Sept 2 at 11. Sol Wilkinson jun, Wallall.  
 Morris, Ingram, Wednesbury, Staffordshire, Victualler. Aug 18. Birmingham, Sept 5 at 12. Sol James & Knight, Birmingham.  
 Muir, Robert, Medine-villa, Seven Sisters-ter, Holloway, Accountant. Pet Aug 19 (in forma pauperis). London, Sept 10 at 11. Sol Aldridge & Bromley, 46 Moorgate-st.  
 Northgate, Samuel, Pleasley-hill, Mansfield, Nottinghamshire, Beer-house Keeper. Pet Aug 20. Mansfield, Sept 8 at 11. Sol Briggs, Nottingham.  
 Oakes, Arthur Edward, Feathers Hotel, Liverpool. Aug 18. Liverpool, Sept 3 at 12.  
 Ogden, Samuel, Oldham, Lancashire, Cotton Dealer. Pet Aug 16. Manchester, Sept 3 at 11. Sol Gartside, Manchester.  
 Oliver, David, High-st, Dowlais, Merthyr Tydfil, Provision Merchant. Pet Aug 20. Bristol, Sept 4 at 11. Sol Simon & Pleva, Merthyr Tydfil.  
 Palin, Charles William, 32, Fitzroy-sq, Middlesex, Clerk in Holy Orders. Pet Aug 18. London, Sept 9 at 12. Sol Cox & Sons, 14 Step-lane.  
 Perigoe, Joseph, Tunbridge Wells, Kent, Builder. Pet Aug. 19. London, Sept 9 at 2. Sol Howard, Hale, & Trustram, 66 Peterborough-row.  
 Perkins, John William, Church Field House Academy, Ceanbourne-alley, Margate, Schoolmaster. Pet Aug 18. London, Sept 9 at 1. Sol Buchanan, Hastings-st.  
 Phillips, Frederick Michael, 56 Andrew's-ter, Southampton, Builder. Pet July 2. Southampton, Sept 8 at 12. Sol Mackay, Southampton.  
 Randle, William, Wheat Sheaf Inn, Foleshill, Warwickshire, Innkeeper. Pet Aug 18. Coventry, Sept 9 at 8. Sol Griffin, Leamington.  
 Rapley, Frederick, 38 Gloucester-ter, Ilkington, Watch Case Engraver. Pet Aug 19. London, Sept 9 at 2. Sol Bartley, 4 Bartlett's-buildings.  
 Raper, Thomas, Wash-lane, Nuneaton, Warwickshire, Ticket Collector. Pet Aug 19. Nuneaton, Sept 3 at 4. Sol Estlin, Nuneaton.  
 Seaward, William, 34 Queen-st, Hammersmith, Middlesex, Commander in the Royal Navy. Pet Aug 18. London, Sept 9 at 1. Sol Aldridge & Bromley, 46 Moorgate-st.  
 Smith, George Thomas, Wenlock-ter, City-ter, Manufacturer of Ornamental Woods. Pet Aug 20. London, Sept 9 at 11. Sol Abramson, 17 Gresham-st.  
 Smith, William, Edensfield, Tottington Higher End, Lancashire, Plumber. Pet Aug 14. Haslingden, Sept 23 at 12. Sol Anderdon, Bury.  
 Snowdon, George, 34 Moon-st, Liverpool, Pickle Manufacturer. Aug 18. Liverpool, Sept 3 at 11.30.  
 Sally, James, 14 Eaton-st, New Cut, Lambeth, Dealer in Coke, Wood, &c. Aug 20. London, Sept 9 at 2. Sol Aldridge & Bromley, 46 Moorgate-st.  
 Trusler, Thomas, 113 St James-ter, Holloway, Licensed Victualler. Pet Aug 15 (in forma pauperis). London, Sept 9 at 12. Sol Aldridge & Bromley, 46 Moorgate-st.  
 Vallender, Charles, Lower Wiggate-st, Gloucester, Innkeeper. Pet Aug 10. Gloucester, Sept 17 at 2. Sol Wilkes, Gloucester.  
 Walker, Amos, sen., Watton, Norfolk, Spirit and Porter Merchant. Pet Aug 19. London, Sept 9 at 2. Sol Treherne & White, 18 Barge-yard-chambers, Bury St Edmunds, for Fulham, Hurgham.  
 Walker, Richard, Chapel-place, Blyngwade, Beds, Market Gardener. Pet Aug 19. Blyngwade, Sept 3 at 10. Sol Baker, Blyngwade.  
 Ward, John, Crondhill, Aitcham, Salop, Gamekeeper. Pet Aug 11. Shrewsbury, Sept 8 at 10. Sol Davies, Shrewsbury.  
 Weber, James, 8 East Mount-ter, Whitechapel-ter, Middlesex, Dealer in Fish. Pet Aug 20. London, Sept 9 at 2. Sol Wood, 37a, Bury St Edmunds.  
 Williams, John Falkner, Liverpool, Licensed Victualler's Assistant. Pet Aug 19. Liverpool, Sept 2 at 11. Sol Harris, Liverpool.  
 Willing, Matthew, Loddiswell, near Kingsbridge, Devonshire, Maitre. Pet Aug 9. Exeter, Sept 5 at 11. Sol Elmends & Sons, Plymton, and Hirtzel, Exeter.  
 Wilson, William, 5 Thomas-st, New Charlton, Kent, Baker. Pet Aug 19. London, Sept 4 at 12. Sol Bartley, 4 Bartlett's-buildings, Holborn.  
 Wood, Arthur, East-st, New Shoreham, Sussex, Boot and Shoe Maker. Pet Aug 20. Brighton, Sept 10 at 11. Sol Goodman, Brighton.

TUESDAY, AUG. 26, 1862.

Ashley, Henry, 29 Sloane-sq, Chelsea, Tailor. Pet Aug 21 (in forma pauperis). London, Sept 8 at 12. Sol Aldridge, 46 Moorgate-st.  
 Barber, Thomas, Leeds, Calendarer. Pet Aug 18. Leeds, Sept 11 at 11. Sol Payne, Edison, & Ford, Leeds.  
 Barker, David, 165 Cambridge-st, Pimlico, Corn Dealer. Pet Aug 20. London, Sept 12 at 11.30. Sol Jones, 5 New-inn.  
 Blood, Edward, Leicester, Licensed Victualler. Aug 18. Leicester, Sept 6 at 10. Sol Spomer, Leicester.  
 Cheseaux, Frank, 6 Marsh-pl, Old Kent-ter, Surrey, Cheesemonger. Pet July 4. London, Sept 13 at 11. Sol Moss, 38 Gracechurch-st.  
 Cook, John Richard, Stoke-ter, Slough, Buckinghamshire, Hairdresser. Pet Aug 22. Windsor, Sept 5 at 11. Sol Voules, Windsor.  
 Cooke, Jonathan, 2 Volunteer-ter, French-gate, Doncaster, Leath Carrige. Pet July 7. Doncaster, Sept 6 at 3. Sol Smith, Doncaster.  
 Cole, William, Old Thatched House, Exchange-ter, Strand, Manager to a Licensed Victualler. Pet Aug 19 (in forma pauperis). London, Sept 8 at 11. Sol Aldridge, 46 Moorgate-st.  
 Cole, William, Mount Pleasant, Brierley-hill, Staffordshire, Brick Manufacturer. Pet Aug 16. Stourbridge, Oct 6 at 10. Sol Stokes, Dudley.  
 Cooper, John, 112 Golden-lane, St Luke's, Middlesex, Baker. Pet Aug 26. London, Sept 6 at 12.30. Sol Davis, 9 Union-ter, Old Broad-st.  
 Coopay, Sidney, Swan Inn, Upper Warren, near Broomsgrove, Licensed Victualler. Pet Aug 20. Dredwich, Sept 6 at 10. Sol East, Birmingham.

Dagwell, Robert, Claygate, Thames Ditton, Farmer. Pet Aug 23. London, Sept 10 at 1. Sol Haynes, 12 Southampton-bidg.

Deville, Joseph, King's Arms, Alcester, Worcestershire, Licensed Victualler. Pet Aug 20. Birmingham, Sept 29 at 10. Sol Parry, Birmingham.

Duprez, John Joseph, 2 Mulgrave-st, Plymouth, Schoolmaster. Pet Aug 21. East Stonehouse, Sept 11 at 11. Sol Fowler, Plymouth.

Ellis, Henry, Cleckheaton, Yorkshire. Pet Aug 22. Dewsbury, Sept 19 at 2. Sol Terry & Watson, Bradford.

Fitzgerald, Emily, 31 Gerrard-st, Islington, Spinster. Pet Aug 21 (in forma pauperis). London, Sept 8 at 12. Sol Aldridge, 46 Moorgate-st.

Foster, Thomas, New-lane, Baker-st, Enfield, Baker. Pet Aug 21. London, Sept 10 at 11. Sol Lawrence, Smith, & Fawdon, 19 Bread-st.

Fry, Robert, 102 High Holborn, Middlesex. Photographer. Pet Aug 23. London, Sept 10 at 12. Sol Peverley, 19 Coleman-st.

Gange, William Baker, 8 Litchfield-st, Soho, Middlesex, Tailor. Pet Aug 19 (in forma pauperis). London, Sept 8 at 11. Sol Aldridge, 46 Moorgate-st.

Grice, William, Warrington, Licensed Victualler. Aug 22. Manchester, Sept 5 at 12. Sol Bennett, Manchester.

Gull, James, 15 Orchard-st, Ipswich, Innkeeper. Pet Aug 22. Woodbridge, Sept 9 at 3. Sol Welton, Woodbridge.

Hardy, Thomas, 42 Walton-st, Brompton, and Belvedere-wharf, Lambeth, Slate Enameller. Pet Aug 20 (in forma pauperis). London, Sept 10 at 12. Sol Aldridge & Bromley, 46 Moorgate-st.

Harvey, John, 6 Kent-ter, Spencer-ter, Stoke Newington, Dealer in Horses on Commission. Pet Aug 20 (in forma pauperis). London, Sept 10 at 12. Sol Aldridge & Bromley, 46 Moorgate-st.

Heath, William, Church Gresley, Tailor. Pet Aug 12. Burton, Sept 13 at 11. Sol Argyle, Tamworth.

Hellawell, Thomas, & Alfred Augustus Irvin, Warley, Halifax, Cotton Spinners. Pet Aug 19. Leeds, Sept 11. Sol Norris, Halifax, and Bond & Barwick, Leeds.

Henrik, William, High-street, Aldershot, Military Tailor. Pet Aug 23. London, Sept 10 at 12. Sol Beatty, 1 Furnival's-lm.

Horton, Joshua, Liverpool, Iron Merchant. Pet Aug 22. Liverpool, Sept 11 at 11. Sol Tyndall, Liverpool.

Hosken, Samuel, 161 Sain John's-road, Hoxton, Coffee House Keeper. Pet Aug 23. London, Sept 8 at 1. Sol Drake, 13 Gresham-st.

Jones, Walter, Bangor-st, Carnarvonshire, Servant. Pet Aug 19. Carnarvon, Sept 3 at 10. Sol Powell, Carnarvon.

Kaye, William Henry, 33 Crown-st, Soho, Middlesex, Builder. Pet Aug 19 (in forma pauperis). London, Sept 8 at 11. Sol Aldridge, 46 Moorgate-st.

Kent, William James, 19 Change-alley, Cornhill, London, Keeper of a Luncheon and Wine Room. Aug 18. London, Sept 8 at 1. Sol Aldridge, 46 Moorgate-st.

Leahy, Susan, 20 Hereford-ter, North, Bayswater, Middlesex, Spinster. Pet Aug 22 (in forma pauperis). London, Sept 10 at 12. Sol Aldridge & Bromley, 46 Moorgate-st.

Lloyd, William Wells, 39 Mount Pleasant, Liverpool, Architect. Pet Aug 14. Liverpool, Sept 15 at 3. Sol Thornley, Liverpool.

Lowbridge, William, Lower Union-st, Birchill-st, Walsall, Staffordshire, Snuff Bit Manufacturer. Pet. Walsall, Sept 9 at 11. Sol Ebworth, Wednesbury.

Lucking, William Wright, 4 Orchard-st, and 36 Lower Belgrave-pl, Middlesex, House and Estate Agent. Pet Aug 21. London, Sept 12 at 11. Sol Leader, 27 Orchard-st.

Marsh, Edgar Fairburn, 2 Calhay-parade, Bedminster, Commercial Traveller. Pet Aug 20. Bristol, Oct 3 at 12. Sol Dene.

Morris, William, Naunton, Beanchamp, Worcestershire, Dealer. Pet Aug 14. Perafore, Sept 9 at 10. Sol Eades, Evesham.

Patching, George, Brunswick Arms, Brunswick-st, Stamford-st, Surrey, Licensed Victualler. Pet Aug 23. London, Sept 8 at 1. Sol Silvester, 19 Great Dover-st, Southwark.

Pooley, Thomas, Stowmarket, Furniture Broker. Pet Aug 21. Stowmarket, Sept 6 at 1. Sol Fuller, Stowmarket.

Powell, Albert, 72 Barr-st, Hockley, Birmingham, Painter. Pet Aug 22. Birmingham, Sept 29 at 10. Sol Parry, Birmingham.

Powell, Thomas, Newport, Monmouthshire, Publican. Aug 20. Bristol, Sept 12 at 11. Sol Brittan, Bristol.

Price, James Maddy, Woobley, Hereford, Coach Builder. Aug 12. Walsall, Sept 9 at 11. Sol Ebworth, Wednesbury.

Price, Thomas, Market Inn, Weston-super-Mare, Somerset'shire, Inn-keeper. Pet Aug 9. Weston-super-Mare, Sept 10 at 11. Sol Smith & Raby.

Price, Thomas Jones, Brynns Collieries, Glamorganshire, Coal and Iron Master. Pet Aug 15. Bristol, Sept 9 at 12. Sol Price, Bristol.

Quelch, John, 3 Groats-place, Blackheath, Kent, House Decorator. Aug 25. London, Sept 8 at 11. Sol Aldridge, 46 Moorgate-st.

Rider, Lee, Higher Nabbs, Tottington Lower End, Lancashire, Farmer. Pet Aug 22. Manchester, Sept 9 at 11. Sol Watson, Bury.

Robinson, Thomas Wright, Northampton, Draper's Assistant. Pet Aug 22. Northampton, Sept 11 at 10. Sol Shoosmith, Northampton.

Ryder, Elijah, Cherry Cottage, Wollaston, Stourbridge, Worcestershire, Boot and Shoe Maker. Pet Aug 19. Stourbridge, Aug 6 at 10. Sol Cole, Stourbridge.

Spink, William, Keighley's-bidg, Batley, Yorkshire, Journeyman. Pet Aug 22. Dewsbury, Sept 19 at 2. Sol Haigh, Huddersfield.

Stammers, Samuel, Sible Hedingham, Essex, Carpenter. Pet July 25. Halstead, Sept 5 at 10. Sol Cardinal, Halstead.

Stevens, Samuel, 28 and 29 Thomas-st, Horsleydown, Southwark, Baker. Pet Aug 22. London, Sept 8 at 11.30. Sol Philby, 3 Fenchurch-st, buildings.

Sutte, George, Golden Lion Inn, Guildhall-st, Bury St. Edmunds, Inn-keeper. Pet Aug 22. London, Sept 8 at 11.30. Sol Nichols & Clark, Cook's-ter, Lincoln's-inn.

Tamlyn, Robert Dallam, Walsall and Perry Barr, Staffordshire, Saddler's Ironmonger. Pet Aug 22. Birmingham, Sept 8 at 12. Sol Wilkinson, Walsall.

Tapner, Joseph, 10 William-st, Islington, Builder. Pet Aug 21. London, Sept 10 at 11. Sol Poole, 58 Bartholomew-close.

Taylor, Thomas, Queen's Head, John-st, Lozells, Aston Manor, Birmingham, Betali Brewer. Pet Aug 21. Birmingham, Sept 29 at 10. Sol Parry, Birmingham.

Tewart, William Lawson, 45 Devonshire-st, Portland-pl, Middlesex. Pet Aug 21 (in forma pauperis). London, Sept 8 at 12. Sol Aldridge, 46 Moorgate-st.

Thornton, William, Swineshead, Lincolnshire, Farmer. Pet Aug 21. Nottingham, Sep 9 at 11. Sol Bean, Boston, and Ashwell, Nottingham.

Trubble, John Wills, Ynisedwin, Brecon, Grocer. Pet Aug 21. Neath, Sept 10 at 12. Sol Morris, Swansea.

Turner, Frederick, Redditch, Worcester, Beershop Keeper. Pet Aug 22. Birmingham, Sept 5 at 12. Sol Hodgson & Allen, Birmingham, and Browning & Son, Redditch.

West, Mary, 3 Marlborough-ter, Victoria-ter, Kensington, Widow, Lodging-house Leeper. Pet Aug 19 (in forma pauperis). London, Sept 8 at 11. Sol Aldridge, 46 Moorgate-st.

Whatmore, William, Birmingham, Jeweller. Pet Aug 22. Birmingham, Sept 8 at 12. Sol Parry, Birmingham.

Wortham, Frederick, 9 Penn-st, Hoxton, Middlesex, Licensed Victualler. Pet Aug 21. London, Sept 8 at 11.30. Sol Terry, King-st, Cheapside.

Young, Matthew, Mile End-ter, Stepney, Assistant to a Cowkeeper. Pet Aug 23. London, Sept 10 at 1. Sol Webb, Jewry-st, Aldgate.

Yonge, John, 151 Strand, Attorney-at-Law. Pet Aug 22. London, Sept 10 at 12. Sol Dean, 27 New Broad-st.

## BANKRUPTCY ANNULLED.

TUESDAY, Aug. 26, 1862.

Danson, Thomas, Scholes, Wigan, Lancashire, Journeyman Weaver. Aug 14.

## THE "LONDON GAZETTE," and LONDON and COUNTRY ADVERTISEMENT OFFICE.

No. 5, CHANCERY-LANE.

HENRY GREEN (for many years with the late George Reynell) begs to remind the Legal Profession that all advertisements entrusted to his care will meet with that careful and prompt attention which an experience of upwards of eighteen years in the insertion of *pro forma* and other legal notices, &c., &c., convinces him is so essential.

Agent for the UNITED STATES OF AMERICA, CANADA, JAMAICA, &amp;c., &amp;c.

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## SOUTH-EAST COAST OF DEVON.

FREEHOLD ESTATE for SALE, in the vicinity of Lyne Regis and Seaton, and four miles from a station on the South-Western central line of railway, the MANOR of COMBPTENE, comprising about 800 acres of land, including the glebe, in a ring-fence, co-extensive with the parish, and with the advowson of the rectory, altogether forming an unique property.

For further particulars and terms, apply to HENRY KNIGHT, Esq., Axminster, Devon.

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## WEST RIDING OF YORKSHIRE.

Valuable Freehold Estates and Collieries near Leeds.

TO BE SOLD pursuant to a Decree of the High Court of Chancery made in certain causes entitled respectively "Branding v. Plummer," "Branding v. Plummer," "Branding v. Liddell," and "Branding v. Plummer," with the approbation of the Vice-Chancellor, Sir Richard Torn Kindersley, the Judge to whose Court the said causes are attached, by MR. CHARLES BROUH, who has been appointed for that purpose, at the SCARBOROUGH HOTEL at LEEDS, in the county of York, on TUESDAY the SEVENTH day of OCTOBER, 1862; in Nineteen Lots, valuable FREEHOLD ESTATES, consisting of the Manor of Middleton, with the dwelling-houses and the gardens and pleasure-grounds attached, known as Middleton Lodge, Middleton Hall, and Middleton Grange, together with various inclosures of land, woodlands, and plantations, occupied therewith; 94 cottages, a house, garden, several closes of land, smith's shop and mistal, in the occupation of Mr. George Bennett, and the several compact and well arranged farms in the township of Middleton, known by the names of the Manor Farm, Lockwood Farm, the Sprouts Farm, Middleton Collyery Farm, West Farm, Copley Farm, Windy Hill Farm, Windmill Farm, Grange Farm, and East Grange Farm, and also various closes of arable, meadow, and grass land in the township of Middleton, in the occupation of highly respectable tenants. And also several inclosures of arable and grass land, cottages and gardens in the adjoining township of Hunslet, and several plots of ground in Hunslet, adapted and arranged for building sites, the whole containing upwards of 1,200 acres of land, and also the great tithes of other land in the township of Middleton which have been commuted to a rent charge of £73 8s. 6d. per annum, apportioned amongst the owners of such lands.

And the well known colliery called Middleton Collieries, situate within three miles of the town of Leeds, and near the Leeds and Bradford railway, with the valuable and efficient working stock and machinery thereto belonging.

Also the advowson donation, or right of presentation of and to the vicarage and parish church of Rothwell, near Leeds, the tithes of which are commuted at upwards of £900 per annum.

And also seven eighth undivided shares of the Manor of Hunslet, with all the rights and privileges thereto belonging.

The estates may be viewed on application to the said tenants, and printed particulars and conditions of sale, with plan annexed, may be had ( gratis ) in London of Messrs. CLAYTON, COOKSON, & WAINWRIGHT, Solicitors, 6, New-square, Lincoln's-inn; Messrs. BAKER & Co., Solicitors, 65, Lincoln's-inn-fields; Messrs. SHUM & CROSSMAN, Solicitors, 3, King's-road, Bedford-row; Messrs. BLAKE, TYLER, & TYLE, Solicitors, 14, Essex-street, Strand; Messrs. TATHAM & PROCTER, Solicitors, 26, Lincoln's-inn-fields; and in Newcastle-upon-Tyne, of Mr. WILLIAM DUNN, Solicitor; Messrs. J. & M. CLAYTON, Solicitors; Messrs. E. P. & H. PHILIP-ON, Solicitors; of Mr. TANNER, Solicitor, Bristol; of Messrs. NEWSHAM & SON, Land Surveyors, Leeds; of Mr. CHARLES BROUH, Auctioneer, Newcastle-upon-Tyne; at the place of Sale, and at the Sun Inn, Bradford, the White Hart in Huddersfield, the Stafford Arms, Wetherfield, the Station Hotel, York, the Station Hotel, Hull, the Queen's Hotel, Manchester, the Adelphi Hotel, Liverpool, and the principal Inns in the West Riding of York.

Dated this 25th day of July, 1862.

F. E. EDWARDS, Chief Clerk.

